

**MINUTES WILL BE PROVIDED
AT A LATER TIME**



Carlos Jackson
Executive Director

**HOUSING AUTHORITY
of the County of Los Angeles**

Administrative Office
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Gloria Molina
Yvonne Brathwaite Burke
Zev Yaroslavsky
Don Knabe
Michael D. Antonovich
Commissioners

**AGENDA
FOR THE REGULAR MEETING OF THE
LOS ANGELES COUNTY HOUSING COMMISSION
WEDNESDAY, MAY 23, 2007
12:00 NOON
PALM APARTMENTS
959 PALM AVENUE
WEST HOLLYWOOD, CA 90069
(323) 653-3090**

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1. Call to Order

2. Roll Call

Lynn Caffrey Gabriel, Chair
Henry Porter, Jr., Vice Chair
Severyn Aszkenazy
Philip Dauk
Adriana Martinez
Dora Nowden

3. Reading and Approval of the Minutes of the Previous Meetings

Regular Meeting of April 25, 2007

4. Report of the Executive Director

5. Public Comments

The public may speak on matters that are within the jurisdiction of the Housing Commission. Each person is limited to three minutes.



Regular Agenda

6. Approve Trash Removal Services Contract for 48 Housing Authority Offices and Housing Developments (All Districts)

Recommend that the Board of Commissioners approve and find that the trash removal services are not subject to the provisions of the California Environmental Quality Act (CEQA), as described herein, because the services will not have the potential for causing a significant effect on the environment; recommend approval and authorize the Executive Director of the Housing Authority to execute a one-year Trash Removal Services Contract (Contract) with Universal Waste Systems, Inc., to provide trash removal services at the Housing Authority offices and housing developments, to be effective upon Board approval; and to use for this purpose an amount not to exceed \$416,998.68 in Housing Authority funds, comprised of \$34,749.89 included in the approved Housing Authority's fiscal year 2006-2007 budget and \$382, 248.79 to be requested through the fiscal year 2007-2008 annual Housing Authority budget approval process; authorize the Executive Director to execute amendments to the Contract, following approval as to form by County Counsel, for a maximum of two years, in one-year increments, at the same yearly amount of \$416,998.68, using funds to be requested through the Housing Authority's annual budget approval process; authorize the Executive Director to execute amendments to the Contract, following approval as to form by County Counsel, in an amount not to exceed \$50,000 per contract year, to cover any unforeseen needed trash removal services or increase in the Sanitation District's Dumping Fees, using the same source of funds. (APPROVE)

7. Approve Construction Contract For Linsley and Firmona Site and Building Improvements (2)

Recommend that the Board of Commissioners approve of site and building improvements for public housing developments at 4621 and 4625 Linsley Street, in unincorporated area of Compton, and 11117 and 11119 Firmona Avenue, in unincorporated Lennox, is exempt from the provisions of the California Environmental Quality Act (CEQA), as described herein, because the work includes activities that will not have the potential for causing a significant effect on the environment; recommend that the Board of Commissioners rescind Construction Contract in the amount of \$93,510 with CAS General Contractor as approved by your Board on January 10, 2006; approve the award of a Construction Contract (Contract) in the amount of \$220,010 to CAS General Contractor, to complete the site and building improvements at the subject properties; and authorize the Executive Director of the Housing Authority to execute the Contract and all related documents, following approval as to form County Counsel and effective upon the issuance of the Notice to Proceed, which will not exceed 30 days following the date of Board approval; authorize the Housing Authority to use a total of \$118,200 in Replacement Housing funds (RHF) allocated by the U.S. Department of Housing and Urban Development (HUD), and \$101,810 in proceeds from the sale of the Amalia public housing site to the Los Angeles Unified School

District, for the purposes described above; authorize the Executive Director to approve contract change orders not exceeding \$44,002, using proceeds from the sale of the Amalia public housing site, for unforeseen project costs; authorize the Housing Authority to incorporate into the approved budget, a total of \$264,012, comprised of \$118,200 in RHF funds and \$145,812 in proceeds from the sale of the Amalia public housing site, for the purposes described above. (APPROVE)

8. Authorization to Enter into a 15-year Ground Lease with The Child Development Consortium of Los Angeles, Inc., and Authorization to Increase Budget Authority for Approved Housing Authority (2)

Recommend that the Board of Commissioners approve of the attached 15-year Ground Lease is not subject to the provisions of the California Environmental Quality Act (CEQA), as described herein, because the action will not have the potential for causing a significant effect on the environment; authorize the Executive Director of the Housing Authority to execute the 15-year Ground Lease with Child Development Consortium of Los Angeles, Inc., (Consortium) which has been approved as to form by County Counsel and executed by Consortium; authorize the Housing Authority to accept and incorporate a total of \$47,000 from the Consortium, into the approved budget, as an advance towards construction costs related to the State Department of Education (State DOE) grant for a replacement child care facility.

9. Approve Purchase of Property Insurance, Excess Workers' Compensation and Excess General and Automobile Liability Insurance for the Housing Authority (All Districts)

Recommend that the Board of Commissioners find the purchase of property insurance, excess workers' compensation insurance and excess general and automobile liability insurance is not subject to the provisions of the California Environmental Quality Act (CEQA), as described herein, because the action will not have the potential for causing a significant effect on the environment; approve the combined purchase, with the Community Development Commission of the County of Los Angeles ("Commission"), of property insurance, excess workers' compensation insurance and excess general and automobile liability insurance, at a premium cost of approximately \$800,000 for the period from July 1, 2007 to June 30, 2008, through Alliant Insurance Services, Inc.; authorize the Executive Director to purchase the property insurance, excess workers' compensation insurance and excess general and automobile liability insurance and to make payments, as needed, for workers' compensation and general liability claims, using funds approved in the Fiscal Year 2007-2008 budget. (APPROVE)

10. Approve the Contract for a Housing Management Programs and Section 8 Software System with Yardi System, Inc., and A Purchase Order with Dell Computers Corporation (All Districts)

Recommend that the Board of Commissioners find that the Contract with Yardi Systems, Inc., (Yardi) and the purchase order with Dell Computers Corporation (Dell) are not subject to the California Environmental Quality Act (CEQA); approve and authorize the Executive Director to execute a Contract with Yardi in substantially final form, as attached, to purchase a software system and associated implementation services for the Conventional Public Housing and Housing Choice Voucher (Section 8) Programs at a one-time cost of \$1,117,430, using Investment Technology Funds included in the Community Development Commission's (Commission) approved Fiscal Year 2006-2007 budget, to be effective on the date of Board approval; authorize the Executive Director to execute amendments to the Contract, following approval as to form by County Counsel, to increase the Contract by up to \$223,486, for any unforeseen costs, using the same source of funds described above; approve and authorize the Executive Director to execute a purchase order with Dell to purchase the server equipment on which the Yardi system will run, and authorize the Executive Director to use for this purpose \$66,300 of Investment Technology Funds included in the Commission's approved Fiscal Year 2006-2007 budget, to be effective on the date of Board approval; authorize the Executive Director to increase the purchase order with Dell, by up to \$6,630 for unforeseen costs using the same source of funds described above; authorize the Executive Director to execute amendments in one-year increments for the Software License and Service Agreement (Service Contract), following approval as to form by County Counsel, for a maximum of nine years, at the prior year's cost plus an escalation percentage cap equal to the Consumer Price Index for that year of service, using funds to be approved through the Commission's annual budget process

11. Housing Commissioners Comments and Recommendations for Future Agenda

Housing Commissioners may provide comments or suggestions for future Agenda items.

Copies of the preceding agenda items are on file and are available for public inspection between 8:00 a.m. and 5:00 p.m., Monday through Friday, at the Housing Authority's main office located at 2 Coral Circle in the City of Monterey Park. Access to the agenda and supporting documents is also available on the Housing Authority's website.

Agendas in Braille are available upon request. American Sign Language (ASL) interpreters, or reasonable modifications to Housing Commission meeting policies and/or procedures, to assist members of the disabled community who would like to request a disability-related accommodation in addressing the Commission, are available if requested at least three business days prior to the Board meeting. Later requests will be accommodated to the extent possible. Please contact the Executive Office of the Housing Authority by phone at (323) 838-5051, or by e-mail at marisol.ramirez@lacdc.org, from 8:00 a.m. to 5:00 p.m., Monday through Friday.

Housing Authority - County of Los Angeles

May 17, 2007

FOR YOUR INFORMATION ONLY

To: Each Supervisor

From: Carlos Jackson, Executive Director

SUBJECT: MONTHLY PROGRESS REPORT ON SECTION 8 HOUSING PROGRAM

Pursuant to Supervisor Burke's motion of March 13, 2007, this report, covering the period of April 16 – May 16, 2007, provides information on our progress towards achieving a Standard rating per HUD's Section Eight Management Assessment Program (SEMAP).

I remain optimistic that we will achieve a standard rating for FY 2006-2007. Based on our projected analysis, we anticipate earning at least 90 points out of a possible 145 SEMAP points. This will allow us to be rated "standard" for FY 06-07.

Following is an update on the three most critical indicators.

Annual Reexaminations (SEMAP Indicator #9) – The original 4,700 delinquent reexaminations were completed by May 1, 2007. In addition, 97% of the total annual reexaminations required for this fiscal year was completed. The maximum 10 points will be earned for this SEMAP indicator.

Annual Inspections (SEMAP Indicator # 2) – In my previous report and other memoranda, I indicated that on July 1, 2006, we had a 34% delinquency rate in annual inspections for 2005-2006. We are currently pacing to earn the maximum points (10). As of May 1st, 97% of 2006-07 annual inspections have been completed.

Lease-Up (SEMAP Indicator #13) – On May 1, the lease-up rate was at 86.9%; this is a slight improvement from my last reported rate of 86%. An additional 971 new leases have been approved and 1,482 voucher holders are currently seeking housing units. On May 8, 2007, your Board approved Supervisor Burke's motion to grant us authority to contract with Del Richardson Associates (DRA). They will be providing housing locator services to those with vouchers that will be expiring within 90 days. DRA will work with these clients to identify available rental units, and help them complete the leasing process. We expect DRA services to commence on June 1, 2007.

Each Supervisor
May 17, 2007
Page Two

Due to the lease-up challenges, we do not anticipate to score any points in this category. However, as I stated in my previous report, we are targeting a 98% lease-up rate by December 31, 2007. In addition to our internal efforts, the services of DRA and socialserv.com will support this goal. Landlords are registering their properties directly onto the Socialserv.com web page and 3,046 units had been registered as of May 10, 2007. Our clients will be able to access these property listings through a link labeled "Finding Housing" on our Housing Authority website as of June 1, 2007. Please recall that increasing our lease-up is critical to secure adequate program funding for 2008.

If you have any questions or need clarification, please contact me at (323) 890-7400.

CJ:ML
Attachment

c: Each Deputy
David E. Janssen, Chief Administrative Officer
Sachi A. Hamai, Executive Officer/Clerk, Board of Supervisors
Los Angeles County Housing Commissioners

Section Eight Management Assessment Program (SEMAP) - Description of Indicators With FY 06-07 Projected Score

Indicator	Description	Maximum Allowable Points	HACoLA Projected Points
1: Selection from Waiting List	The Housing Authority (HA) has included and followed written policies in their Administrative Plan for selecting applicants from the waiting list for admission.	15 points if 98% or > of new admissions were selected in accordance with policies	15
2: Reasonable Rent	The HA has and implements a sound written method to determine and document reasonable rent based on current rents for comparable units.	<ul style="list-style-type: none">20 points if 98% or > of files followed requirements;15 points if 80%-97%	20
3: Determination of Adjusted Income	The HA correctly determines adjusted annual income and uses appropriate utility allowance.	<ul style="list-style-type: none">20 points if 90% or > of files followed requirements;15 points if 80%-89%	0
4: Utility Allowance Schedule	The HA maintains an up-to-date utility allowance schedule.	5 points	5
5: HQS Quality Control Inspections	The HA re-inspects a sample of units drawn from recently completed Housing Quality Standard (HQS) inspections and from a cross section of neighborhoods/inspectors.	5 points	5
6: HQS Enforcement	The HA performs timely correction for Housing Quality Standard (HQS) deficiencies as required (24 hr/emergency; 30 day/non-emergency)	10 points if 98% or > units inspected w/in 30 days or with approved extension	10
7: Expanding Housing Opportunities	The HA has a written policy to encourage participation by owners of units outside areas of poverty or minority concentration; informs voucher holders of all areas where they may lease inside and outside jurisdiction; and supplies list of landlords or other parties who can help families locate units.	5 points if all is met	5
8: Payment Standards	The HA has adopted a payment standard schedule not exceeding 110% or below 90% of HUD-published Fair Market Rent.	5 points	5
9: Timely Annual Reexaminations	The HA completes a reexamination for each family at least every 12 months	10 points if < 5% are more than 2 mos overdue 5 points if 5%-10%	5
10: Correct Tenant Rent Calculations	The HA correctly calculates the family's share of rent to the owner.	5 points if < 2% are incorrect rent calculations	5
11: Pre-Contract HQS Inspections	Newly leased units pass Housing Quality Standard (HQS) inspection on or before the beginning date of the lease and Housing Assistance Payment (HAP) contract.	5 points if 98% of > of newly leased units pass inspection prior to contract	5
12: Annual HQS Inspections	The HA inspects each unit under contract annually	10 points if < 5% of HQS inspections are late 5 points if 5%-10%	5

Section Eight Management Assessment Program (SEMAP) - Description of Indicators With FY 06-07 Projected Score

Indicator	Description	Maximum Allowable Points	HACoLA Projected Points
13: Lease Up	The HA enters contracts for the number of allocated units for at least one year.	<ul style="list-style-type: none">• 20 points if 98% or > of allocated units, leased up.• 15 points if 96%-97%.	0
14: Family Self-Sufficiency (FSS)	The participant enrolls participants in the FSS program and measures the number of families earning an escrow account.	<ul style="list-style-type: none">• 10 points if 80% or > enrolled and 30% have escrow account balances;• 8 points if 60%-79% enrolled and 40% have escrow acct. balances• 5 points if < 60% enrolled and 30% have escrow acct. balances• 3 points if 60%-70% are enrolled and < 30% have escrow acct. balances	5
15: Deconcentration	Half of all HA families with children reside in low poverty census tracts or a significant percentage of families are moving to low poverty census tracts.	5 points if all met	0
	Projected Score for FY 06-07	150	90 Points

Eight-hour sweep nets 18 parolees at large in Valley

By VERONICA ROCHA
Valley Press Staff Writer

PALMDALE — Eighteen at-large parolees were arrested Thursday in an eight-hour operation throughout the Antelope Valley, including suspected gang members and one unregistered sex offender, and seven firearms were seized, authorities said.

Another nine parolees were arrested Wednesday in cases related to Thursday's parolee-at-large operation, said Steve Luce, unit supervisor of the Antelope Valley Division of Adult Parole Operations for the California Department of Corrections.

Several handguns and a loaded shotgun and revolver were among weapons seized during a search of 27 residences, he said. An undisclosed amount of drugs also was seized, Luce said.

Six teams made up of several parole officers, investigators and

sheriff's deputies from the Palmdale and Lancaster sheriff's stations were briefed at 5 a.m. about

various parolees they would encounter during the operation, and

then teams' sergeants were given large manila file folders with case information.

"When people are hiding, it's hard to find them," he said.

The operation aimed to find and capture 31 parolees who were at large, Luce said.

Of seven suspected gang members listed as parolees, the teams arrested four, he said.

One parolee was described as having "kidnapped" a girl for several months, he said.

He warned the teams that another parolee was known to have a loaded weapon at his home.

Just before 7 a.m. and two hours after the operation began Thursday, four parolees were caught, said Sgt. Kyle Bistline of Palmdale Sheriff's Station Partners Against Crime.

As deputies searched homes where they believed parolees resided, neighbors peered outside from their garages.

"Should I be worried about what is happening?" a resident holding

a coffee cup asked deputies.

In a 65th Street East and Palmdale Boulevard neighborhood, a parolee who was deported to Mexico, then returned, was arrested.

Deputies said they found and arrested the parolee while searching for another at the home.

Luce said he will refer the case to Immigration and Naturalization Services.

Five Section 8 homes, he said, also will be recommended for termination for violating terms of their housing vouchers.

"We got a couple of Section 8 and welfare fraud cases," he said.

Parole officers took about three weeks to put the operation together, Luce said. "It took a lot of investigations."

Finding parolees on the run is challenging, he said, since most convicts are hiding out and fail to report to the Department of Corrections parole program.

"These parolees are harder to find because they are not active," he said.

The teams in the operation included deputies of the Community Oriented Policing Services unit and PAC, Antelope Valley College police, parole officers and county welfare, code enforcement and Section 8 investigators.

COPS deputies conduct "mission specific" assignments utilizing surveillance and analysis, community surveys, crime suppression, neighborhood revitalization and maintenance.

The additional force of sheriff's deputies, Luce said, provided much-needed support to the 30

parole agents operating out of the Department of Corrections' Antelope Valley Division.

Department of Corrections buses were used during the operation to house arrested parolees. Others were booked at the Palmdale Sheriff's Station.

After the parolees were arrested, they were admitted to MCI Corrections in Chino, Luce said.

Some parolees, he added, will face new charges, including drug possession, firearms and false identification charges.



VERONICA ROCHA/Valley Press

HELLO AGAIN — In the back seat of a deputy's car is a parolee who previously was deported to Mexico. He was arrested again Thursday during an operation in search of at-large parolees. A deputy and parole agents discuss the whereabouts of a homeowner, the initial target.

Palmdale considers stepping up war on crime

Consultant may be hired to boost quality of life

BY JIM SKEEN, Staff Writer

Article Last Updated: 04/30/2007 07:31:03 PM PDT

PALMDALE - A Washington, D.C.-based group that specializes in programs to stop youth violence may be hired by the city to help with its Partners for a Better Palmdale anti-crime effort.

At its meeting on Wednesday, the City Council will consider a \$130,000 contract with the nonprofit Center for Neighborhood Enterprise to assess the city's low- and moderate-income neighborhoods and develop a plan to reduce crime and improve quality of life. Part of the effort will involve identifying effective community and faith-based leaders and helping them partner with the city.

"We're trying to understand what's going on in the neighborhoods where we're not connecting," Mayor Jim Ledford said Monday. "We need to reach out and touch the positive influences in neighborhoods."

The plan calls for the organization to identify community and faith-based leaders; get their assessment of such issues as public safety and education; and craft solutions that improve school attendance, reduce the potential for violence, and improve the overall quality of life.

The plan also calls for showcasing the work of these community and faith-based leaders at "what works and why" public meetings.

"It'll help us reach a part of our community that's difficult to reach," Councilman Tom Lackey said. "It'll help us engage residents and empower the people in neighborhoods where we are having problems."

The organization works with grass-roots groups on a range of poverty issues, with a particular emphasis on those dealing with youth violence. Other issues include substance abuse, homelessness, housing, education, community revitalization, economic development, youth development, ex-offender re-entry and job preparation. The organization has provided training and technical assistance to more than 2,000 leaders of neighborhood organizations in 39 states.

The overall Partners program is envisioned as being grass-roots driven. Among the program's components will be developing and expanding youth programs; establishing city-owned "neighborhood houses"; greatly expanding Neighborhood Watch; starting a "citizen academy"; expanding family education and mediation programs; establishing neighborhood commissions; providing grants and loans to fix up homes; and encouraging volunteerism.

Youth needs will be a focus of the effort. The program will seek to expand or add such programs as anger management, life-skills workshops, community service programs, drug and alcohol education, youth-safety workshops and internships.

To gauge the effectiveness of the Partners program, the city is planning to form a citizen task force that would set measurements for which the program would be judged. The city is also looking at conducting surveys of residents to see if the effort is having any impact. City officials held three public meetings last week to collect ideas for fleshing out the program. A fourth, youth-only meeting is slated for May 8 from 3:30 p.m. to 5:30 p.m. at the Larry Chimbole Cultural Center.



<http://www.latimes.com/news/local/la-me-briefs2.1may02,1,1530314.story>

IN BRIEF | LOS ANGELES COUNTY | LOS ANGELES

County delays vote on affordable housing units

From Times Staff and Wire Reports

May 2, 2007

Los Angeles County supervisors on Tuesday postponed for two weeks a vote on how much affordable housing to demand in new apartment developments planned for county-owned portions of Marina del Rey.

Supervisor Zev Yaroslavsky requested the delay to allow county officials to review the effects of requiring more moderate-income units.

Affordable housing advocates have criticized the county's approach, saying it does not go far enough to provide for low-income tenants.

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PARTNERS:



Market OK for housing

Sales riskier; state better than nation

BY GREGORY J. WILCOX, Staff Writer
LA Daily News

Article Last Updated:05/01/2007 07:10:22 PM PDT

California's housing market became riskier in the first quarter, but the state and Los Angeles County continued to fare better than the nation, a market tracker said Tuesday.

On a scale of 0 to 100, California's risk index in the quarter was 1.82 versus 1.45 a year ago and the county's rose to 1.30 from 1.14, according to the Web site HomeSmartReports.com.

By comparison, the nation's risk index increased to 5.43 from 5.24.

"What we're seeing is increasing trends all across California," said Mike Ela, the company's president. "We've been kind of beating this drum for 18 months." The risk index would have move into the 4 to 6 range to create a painful real-estate situation, he said.

"I'm not predicting that for California. California seems to be bucking the trend compared to the rest of the nation."

HomeSmartReports said the state's shakiest markets are in the Central Valley. The highest risk market is Visalia-Porterville with a risk index of 4.50. Orange County has the lowest, 0.72. But the state's index is at its highest level since the company began calculating risk in the fourth quarter of 2003.

The index is based on physical characteristics of a property, local market trends, flipping, fraud and default activity. Lending institutions use measures such as risk and volatility when evaluating home loans. Ela said the index also helps determine which local markets overreached their fundamentals during the sales and price surge.

The questions now are how many people bought at the peak and how many buyers overstretched their finances.

"When you plug in job growth, household income and migration patterns, we see markets that are adjusting, sometimes painfully," he said.

Even though foreclosure activity is increasing from year-ago levels, it is still too soon to tell how big a problem it will become, especially with the subprime home loan shake-out continuing. Ela also expects prices to continue softening and inventory to build.

Independent analyst Nima Nattagh agrees with Home-

SmartReports' conclusions and blames the increase in activity on the subprime problems. "I believe the problem in the subprime lending is not going to spread to the rest of the market. I don't think we'll see an massive increase in foreclosure and delinquencies," he said.

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<http://www.latimes.com/news/nationworld/la-me-population2may02,1,6032019.story>

L.A. climbs past 4 million

The city has as many people as New Zealand, more than 24 states. California's total is nearly 37.7 million.

By Cara Mia DiMassa

Times Staff Writer

May 2, 2007

Finally, something to explain the gridlock at your local coffeehouse and clogged freeways that seem to extend well into the night.

The population of L.A. quietly surpassed the 4-million mark for the first time last year, the California Department of Finance announced Tuesday.

Angelenos probably don't need a demographer to tell them what they already know: that the city is growing more densely populated. But the numbers show that the city gained 37,658 residents last year, and as of Jan. 1, its population was 4,018,080.

"It's a spectacular arc of development when you consider that in 1900, L.A. had a population of 102,459," said historian Kevin Starr.

L.A. lore holds that the city was founded in 1781 by 44 people, transplants from the San Gabriel Mission. That puts the 226-year gain in population at 4,018,036.

The L.A. numbers were part of a report released Tuesday that pegged the state's population at almost 37.7 million. That represents a growth of almost 1.3%, or 470,000, in 2006.

State demographers use a variety of data — including driver's licenses, school enrollments, Medi-Cal recipients, birthrates, immigration and state to state migration — to estimate population change.

The Riverside County city of Beaumont saw the state's fastest growth rate, 21.2%.

In Orange County, Irvine passed 200,000 in population, bringing to 20 the number of cities in the state that exceed 200,000 in population.

But it was the Los Angeles numbers that had most people talking Tuesday.

Just how big does that make L.A.?

With 4 million people, the city of Los Angeles has more people than 24 states, according to federal census data. And it's got roughly the same number as the entire country of New Zealand.

The increase occurred over the last year, as L.A. added 10,239 housing units, according to the state data.

Many of those units were downtown, where the city has seen a marked increase in population as former commercial buildings have been converted into lofts and apartments and a number of new residential buildings have opened.

The city, Starr said, is "embracing and exulting in its urbanism."

Starr and other historians have said that Los Angeles' role as an international city, attracting immigrants from all over the world, has been a key factor in its quick demographic rise.

Los Angeles, said Harry Pachon, a USC public policy professor, has "been in a growth mode.... The dynamism of Los Angeles continues to attract people."

Pachon sees modest growth in the foreseeable future. Families in Latin America are having fewer children, he said, diminishing population pressures there. He also said that the continued increase in housing prices in Southern California meant that more people were seeking economic opportunity outside the region.

L.A. threw itself parties (and the L.A. Times produced banner headlines) when the city reached the 1-million and 1.5-million levels, in 1923 and 1940. (The 1-million mark was estimated by counting the number of, among other things, barber shops.)

But don't expect a lot of celebrating of the new milestone.

Edward Soja, a professor of urban planning at UCLA, called passing the 4-million mark "not that dramatic a transition," especially as L.A.'s population gains are eclipsed, in percentage, by growth elsewhere in the region.

But he said that he worried that Southern California in general is ill-equipped to deal with rapid growth, especially the area's administrative and governmental structures.

"I would say never before is it more needed to have some form of regional coordination, whether we are talking about housing and homelessness or transportation and airports or environment and pollution," Soja said.

The L.A. region, he added, "has the worst housing crisis anywhere in the developed world. It's not being addressed with the urgency it needs to be addressed."

Janelle Erickson, a spokeswoman for Mayor Antonio Villaraigosa, wasn't weighing in about whether the numbers were a good or bad thing. But she did hint that she understood why people were moving to the city.

"What the mayor always says is that Los Angeles is a city where the world comes together," Erickson said. "Los Angeles is a city of America's hope and promise, where the dreams of so many have come to life."

Except, perhaps, on the 405 Freeway at rush hour. Or the Starbucks line at 8:30 a.m.

cara.dimassa@latimes.com

*

(INFOBOX BELOW)

How big is L.A.?

37,658

Number of new residents in 2006

10,239

Number of new housing units in '06

4,018,080

Total population

Source: State Department of Finance

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PARTNERS:

 KTLA 5 CW



Housing group sues Pasadena

Suit alleges impact of decision not considered

By Molly R. Okeon Staff Writer
Pasadena Star-News

Article Launched:05/02/2007 09:34:17 PM PDT

PASADENA - A lawsuit seeking to overturn a City Council decision to limit development along a stretch of North Los Robles Avenue is scheduled for a late-summer hearing.

A group calling itself Affordable Pasadena Housing in Distress has charged that the council failed to fully consider the impacts of losing as many as 100 potentially affordable units when it changed the zoning on a four-block stretch of Los Robles in Northwest Pasadena.

"This is essentially gentrification of the neighborhood," said John McClendon, a Laguna Hills-based attorney who represents the petitioners. "The state Legislature has really come down hard on cities and counties downzoning properties, reducing density."

Little is known about Affordable Pasadena Housing in Distress, which is listed as an "unincorporated association" in the June 9 petition. One of the members is Eric Winter, a developer who at the time of the May 8 council vote owned property at 1111-1123 N. Los Robles Ave.

Winter said then that he planned to sell to a consortium that included Affordable Housing Services. He also acknowledged hiring a consultant to help bring out supporters and coordinate shirt and sign displays for the May 8 meeting. He said the participants were poor people in need of affordable housing.

A valid phone number for Winter could not be found and McClendon would not provide contact information for him.

District 5 City Councilman Victor Gordo, who represents the area addressed in the lawsuit, said both the city's General Plan and Northwest Specific Plan have sought to "protect neighborhoods from too much density and focus density in the downtown."

"I've not heard anything from the council that has deviated from that goal," Gordo said.

City Attorney Michele Bagneris said the suit was being handled by an outside lawyer with a special expertise in writs, density and zoning.

The next hearing is scheduled for Aug. 29. At that time, Los Angeles Superior Court Judge DzIntra Janavs could rule on the case. If she rules in favor of the petitioner, the council would be forced to set aside its May 8 decision to move forward with the downzoning.

The official cause for the petition is alleged violations of the California Environmental Quality Act, which requires cities to undertake environmental impact studies on certain development decisions.

"Basically, what the suit alleges is ... that the impact of reducing density was not adequately evaluated," McClendon said. "There was no evaluation done to demonstrate what impact \ would have."

Gordo said he could not comment specifically on the lawsuit, but directed those interested in "actual facts and not distorted facts" to look at the May 8 council meeting online or to review council minutes.

"I think the record speaks for itself," he said.

molly.okeon@sgvn.com

(626) 578-6300, Ext. 4496

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PRESS TELEGRAM May 2, 2007

MARINA DEL REY

Affordable housing plan stalls

A plan to mandate affordable housing in Marina del Rey was sent back to the drawing board Tuesday when county supervisors questioned if enough apartments could be built to conform to a state law.

The affordable housing plan is an effort by Los Angeles County to conform to the Mello Act, a statute that seeks to preserve housing for low- and moderate-income families near the coast.

Under the Marina del Rey Affordable Housing Policy, developers would be required to replace existing affordable housing units and set aside a percentage of new units as affordable housing.

The policy calls for 5 percent of new apartments to be set aside for "very low income" tenants or 10 percent for "low income."

The Board of Supervisors questioned whether basing those figures on the number of net new units, instead of the total size of the development, would provide enough housing.

"I know when we say 'affordable' everybody goes and freaks out and thinks it's subsidized housing and who's coming into this housing," Supervisor Gloria Molina said.

"Your own children need affordable housing, my children need affordable housing, middle-class America needs affordable housing. It's just housing is so high everywhere that if we don't do our duty to integrate it we're making a huge mistake."

A plan with revised recommendations is supposed to be submitted to the Board of Supervisors in two weeks.

Housing Market Settling Down

By Reina V. Slutske

SIGNAL BUSINESS WRITER

The housing market may be either "back to normal" or "depressed," but one thing is for certain — it's not what it used to be.

"I've been in real estate for 20 years, and I've seen changes in the market," said Margo Sherwood, a real estate agent with Kellar Williams VIP Properties, adding that the market has been stagnating locally.

In March, there were 5,500 single-family homes sold in Los Angeles County, with 261 sold in the Santa Clarita Valley, according to DataQuick.

Jack Kyser, chief economist

for the Los Angeles Economic Development Corp., said that the market is shifting to a very strange dynamic, especially with people who were trying to "flip" properties, or buy and resell quickly, and those who were paired with mortgages, or homes that were wrong for them.

"A lot of people are quite nervous," he said.

Linda Slocum, a Realtor with Vintage/Sotheby's International Real Estate, said that the market during the three years previous to the crash was abnormal.

"It was a frantic three years, and then it went back to normal," she said, adding that the

market was relatively stable and, with more homes coming onto the market at this time of year, was traditional.

Kyser disagrees, saying that although there was a dramatic increase in the housing market close to a frenzy, it went too far on the other side of the spectrum.

"It's like you were out on a binge, you're waking up the next morning and you have a

very bad hangover," he said.

During those years, there was a major shift, especially in property value.

Sherwood said that prices for homes double every 10 years. However, over the past several years, they went up faster than before, with prices still remaining high during the fall.

"We have an unusual market," she said.

The problem with the current market is that the supply is up — without the demand for the homes, and without as many buyers, many of whom are unable to afford housing due to the tighten-

ing of conditions by lenders.

This is partially due to the foreclosure crisis, which was exacerbated by concerns with subprime loans.

In addition to the subprime loan market, Slocum said there have been concerns when people refinance their homes or take out another loan and don't use it for their homes but rather for "play money."

"It's not all people who got into bad loans," she said of foreclosures, although she added that Los Angeles County's biggest concern regarding foreclosures is in Palmdale.

In addition, builder confidence hasn't been strong.

"They are selling, but they aren't selling at the rate they were," Slocum said.

Building has not stopped in the Santa Clarita Valley, with developments such as West Creek, West Hills and River Village still continuing.

Kyser said there is a shortage of housing in the Los Angeles County market, and developers are going to have to offer incentives.

However, Kyser said there is hope: Except for the housing market, the economy has been

performing well, which means that it could help the housing market in the future.

"There is slow growth in the economy but no regression," he said.

Although not much activity is expected in 2008 or 2009, 2010 might be the year that things bounce back.

Slocum said she receives calls at her office, saying that people don't want to buy a home because "the market's going to crash."

"If you look at our economists, they're not seeing anything drastic," she said.

Condo conversions help first-time buyers

By Rodney Tanaka Staff Writer
San Gabriel Valley Tribune

Article Launched:05/05/2007 09:44:13 PM PDT

AZUSA - In response to low housing affordability in California, a Mission Viejo-based company is converting apartment complexes into entry-level condominiums, including a project in Azusa.

Only 25 percent of households can afford to buy an entry-level home in California, according to the California Association of Realtors.

Prosperity Homes targets the entry-level housing market with condo projects such as 777 South Citrus in Azusa.

"When I created Prosperity about five years ago, I saw that a single mother making \$60,000 a year had no chance of owning her own home," said Prosperity Homes CEO Stuart Holtzman. "I found that to be untenable for me."

The Azusa property, about a half-mile south of the Foothill (210) Freeway, contains 104 units, with about 40 left to sell. The condos range from \$260,000 to \$339,000.

Prosperity has an informal agreement with Wachovia Bank, whereby qualified buyers are eligible to as much as \$25,000 in down payment assistance.

"Because of that price range, many of our buyers do qualify for this type of program," Holtzman said. "Our mission statement is to provide affordable housing where there is none, which is anywhere in Southern California."

Prosperity provides Wachovia with a large quantity of potential buyers because its pricing and buyer profile fits extremely well with their program to help first-time buyers buy homes, Holtzman said.

"We've joined forces with Prosperity Homes to basically help the community," Juliana Larabee of Wachovia Bank said in a written statement.

The main idea is to lower monthly payments as much as possible, Holtzman said. Most people who buy their first home are just starting out, and the first two years of ownership are the toughest, he said.

The goal is to save and then buy a larger home.

"I think that's the American dream," he said. "A condo is a perfect stepping stone."

The Azusa condos hit the market about a year ago.

"Obviously like everybody else, we had a very slow second half of the year," Holtzman said. "However, we had an auction in December, and that picked up overall sales and helped explain where the market truly was."

Supply and demand appear to be in balance right now, he said.

More information about 777 South Citrus is available by calling

(626) 771-0471 or visiting the Web site prosperity-homes.com.

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(626) 962-8811, Ext. 2230

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This story appeared in the Antelope Valley Press on Saturday, May 5, 2007.

Five homes recommended for removal from Section 8

PALMDALE - Five households receiving Section 8 government rent subsidies will be recommended for termination from the aid program after inspections found unauthorized tenants, drugs or other violations of Section 8 rules, sheriff's officials said.

Palmdale Sheriff's Station Partners Against Crime deputies, a Los Angeles County Housing Authority investigator and Palmdale city building and code enforcement officials checked nine homes Thursday after complaints about possible fraud and drug use were phoned to a county fraud hot line or reported to city building inspectors, officials said.

Five of the nine locations will be recommended for termination, tenants in three of the homes were counseled about program rules, and one complaint was deemed unfounded, sheriff's Sgt. Kyle Bistline said.

At a home in the 36700 block of 30th Street East, Shelinda Johnson, 33, was arrested on suspicion of perjury after deputies concluded that she used other names and had expensive cars registered to her or in her control, Bistline said.

At a home in the 38700 block of Larkin Street, Michelle King was arrested on suspicion of possession of stolen property. Deputies said they found an unauthorized tenant, narcotics and narcotics paraphernalia at the home, Bistline said.

In a home in the 36200 block of 25th Street East, deputies arrested parolee Natasha Davis, 33, an unauthorized tenant, on warrants and Greg Haynes, 50, on a traffic warrant.

In a house in the 1800 block of East Avenue Q-6, deputies said they found two unauthorized tenants.

At a home in the 38000 block of Ninth Street East, deputies said they found nine unauthorized tenants.

In addition, deputies said they arrested a juvenile on suspicion of misdemeanor vandalism at a house in the 3500 block of Accorde Avenue.

Los Angeles County's Section 8 fraud hot line is (877) 881-7233.

- CHARLES F. BOSTWICK

Firefighters douse fire near freeway within minutes

LANCASTER - A fire blackened less than an acre of brush Friday along the Antelope Valley

Freeway just south of Avenue D, fire officials said.

The fire was reported at 2:21 p.m. beside the freeway and was extinguished within minutes, despite winds of up to 46 mph, said Inspector Sam Padilla of the Los Angeles County Fire Department.

- VERONICA ROCHA

L.A. Housing May Be Going Steady

REAL ESTATE: Median price rises for second straight month.

By RICHARD CLOUGH
Staff Reporter

L.A.'s median home price rose for a second consecutive month in April, indicating the market may be stabilizing – despite a slowdown in sales and the collapse of the subprime lending sector.

The median price of a home sold in Los Angeles County rose \$15,000 from the previous month to \$575,000. That was 2.7 percent higher than March, which itself was up \$10,000 over February, according to HomeData Corp., a Melville, N.Y.-based company that tracks housing data nation-

wide. Those increases came after 11 straight months in which the price was stuck at or within \$5,000 of the \$550,000 mark.

The April median price also represented a solid 5.5 percent hike compared to a year earlier. The price rose even as just 5,096 homes were sold in April – 29 percent less than the same month last year. The sales figure is the second-lowest monthly total in more than three years, behind only February when 3,661 units sold.

Delores Conway, director of the Casden Real Estate Economics Forecast at the USC Lusk Center for Real Estate, said the price rise reflects a trend toward equilibrium, though other experts say the effects of the subprime market's troubles may not have fully played out.

"Right now everything looks like it is stabilizing," said Conway, who considers the April price rise negligible in itself. "So far we've seen an orderly decline in volume and an orderly stabilization of price."

Nationwide and locally, foreclosures are rising to levels not seen since the last housing bust in the early 1990s as some holders of subprime, adjustable rate mortgages fail to make payments. At the same time, the pool of available buyers has shrunk as lenders of all stripes tighten their credit criteria.

However, Conway said that barring any major downturn of the economy, she does not expect prices to fall, given what she refers to as the "downward stickiness of housing prices."

"People are very reluctant to lower the price of their homes when they're selling their homes," she said. "Instead, what they'll do is wait."

Conway also said that the decline in sales volume may represent a more normal market as the higher levels of the past few years were inflated by the activity of investors who sought to make a quick buck by buying and flipping housing – sometimes without not even fixing them up.

"In 2005 and 2006 there was quite a bit of

investment buying," she said. "Once those buyers left, that reduced volumes tremendously."

Robert Kleinhenz, deputy chief economist for the California Association of Realtors, agreed that the latest home price data was encouraging. "We've seen stability in sales. We've not seen any major price erosion anywhere in the state," he said.

But Kleinhenz warned that it was too early to tell if the market has bottomed out, given how the collapse of the subprime sector may have some lingering effects on the psychology of buyers.

One sign of that, he said, is the average time a house for sale sits on the market in Los Angeles County. That time has crept up recently to 9.6 months, which is within an acceptable range but is higher than the country's long-term average of about 8.3 months.

Ups and downs

Meanwhile, in individual communities, the housing market picture in April was somewhat murky.

For example, the Pico Rivera 90660 ZIP code saw 25 homes sell – the same as last year – with a modest 2.4 percent increase in median price to \$475,000.

But John Stupin, an assistant manager with the Huntington Beach office of Tarbell Realtors, said high interest in a recent listing in the Pico Rivera area seemed to indicate a market that was heating up – something which may be hard to read from the housing data alone.

"Things are still moving, but maybe not as fast as it was during the housing boom," he said. "And there's a good outlook for 2008."

The price data seem to show no overriding patterns in the Ventura County border area. For example, the Agoura Hills 91301 ZIP code saw a 24 percent jump in median price to \$846,000, while the nearby West Hills 91307 ZIP code's median price dropped 3.8 percent to \$625,000.

Tina Weinstein, a realtor with Tina Weinstein & Associates in Thousand Oaks, said houses in the area have been staying on the market longer, but favorable interest rates have made the market attractive for buyers.

"It is a good buyer's market, because interest rates are so low," she said. "If interest rates stay the same, the market will go up."

With eight homes sold in April, the Santa Monica 90402 ZIP code saw the highest median price in the county at \$2.6 million, up 22 percent from last year.

Malibu's 90265 ZIP code as well as Bel Air's 90077 ZIP code and Westlake's 90057 ZIP code were the only other areas with median prices over \$2 million – each jumping more than 45 percent from last year.

But not all communities were so prosperous. The median price of houses in the Westlake Village 91361 ZIP code was \$725,000, falling 57 percent from 2006, the biggest drop in Los Angeles County. The community did see a 14 percent increase in volume, with 25 homes selling in April.

And despite falling more than 35 percent, sales volume in Lancaster's 93536 ZIP code was the highest in the county, with 76 homes sold.



On the Market: The collapse of the subprime sector may still have lingering effects.

Los Angeles developers planning 76-story downtown condo tower

The Associated Press

LOS ANGELES

Developers plan a \$1 billion downtown condominium complex with twin towers one rising 76 stories to make it the tallest residential building in the West.

There would be 732 condos.

Plans unveiled Monday for the Park Fifth complex overlooking Pershing Square park also call for a 14-story, 218-room luxury hotel. The two blue-green glass condo towers the shorter one 43 stories would rise above the hotel.

It's the latest massive development planned downtown from Bunker Hill south to the Staples Center.

"This is the first time in 30 years that all the stars have lined up" enough to start building Park Fifth, developer David Houk said. The project would be built at the corner of 5th and Olive streets.

Councilwoman Jan Perry said Park Fifth would be a downtown asset.

"It has the great potential of becoming this iconic structure that is high-profile enough" to redefine the city's skyline, Perry said. "It's right smack dab in the midst of places where people work the Jewelry Mart, central business district and Bunker Hill."

Houk said financial partners and most of the required development permits have been obtained and he has begun work on a new environmental impact report. Construction could start early as 2008.

The U.S. Bank Tower now dominates the downtown skyline. Although it has 72 floors and the new condo tower would have 76, the bank skyscraper would still be taller because residential stories are not as tall as office stories.

Information from: Los Angeles Times, <http://www.latimes.com>

County, cities pitch in funds to battle AV Section 8 fraud

This story appeared in the Antelope Valley Press on Wednesday, May 9, 2007.

By JAMES RUFUS KOREN
Valley Press Staff Writer

LOS ANGELES - Los Angeles County, Palmdale and Lancaster will kick in funds in the coming fiscal year for additional Section 8 enforcement.

The Los Angeles County Board of Supervisors voted Tuesday to spend \$178,395 between now and June 2008 on more Section 8 investigators in the Antelope Valley.

Section 8 is a federal housing voucher program administered by the county.

"Violations of the program rules happen all over the county," said Bobbette Glover, assistant executive director of the county community development agency and housing authority. "But there's such a large concentration of Section 8 tenants in the Antelope Valley, we have a special team and a special effort in that area."

Norm Hickling, aide to 5th District County Supervisor Michael D. Antonovich, said Section 8 violations are a major issue in the Antelope Valley and have been for several years. "This funding will double the enforcement activity, and that's necessitated by the amount of fraud and abuse in the Section 8 system that is being discovered in the Antelope Valley," Hickling said. He said the issue first came up about three years ago when Lancaster leaders told the county that Section 8 tenants were causing an inordinate amount of calls to the local sheriff's station.

"So it's something we've been looking at as far as enforcement," Hickling said. "Over the past two years, there's been a significant effort with everyone involved and we've shown that the program works. Unfortunately, there are so many people who want to try to defraud the system, but the problems are being taken care of."

The county funds will be matched by funding from the cities for a total of \$356,790 in additional enforcement funding for the remainder of the current fiscal year and all the next fiscal year.

"In the city of Palmdale, we will continue at the same staffing level as in the past," Glover said. "We are adding a second investigator in Lancaster, and they're adding an analyst. Because we're adding another investigator, the city and Supervisor Antonovich didn't want to create a backlog. We want to make sure the work flows."

The Lancaster funding also will help cover the cost of a hearings officer who will help Section 8 cases get resolved more quickly. The officer will work on Section 8 cases as needed, Glover said.

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Daily News - Wednesday, May 09, 2007

Supervisors map strategy to tackle problem of gangs

BY TROY ANDERSON
Staff Writer

As gang-related crime continues to rise in Los Angeles County, the Board of Supervisors voted Tuesday to use several city and county reports to develop a plan to provide relief to communities county-wide.

The move comes as the Sheriff's Department reported gang-related crime rose 15 percent from 2001 to 2006 and that gang violence killed 5,752 people in the past decade in L.A. County.

The county, considered the epicenter of the nation's gang problem, has 1,076 documented gangs and 80,757 gang members.

"We need to take the crud out of the community first," Supervisor Gloria Molina said. "Young people are attracted to gangs because they are allowed to carry out their nonsense without ever being caught."

"We don't have enough pros-

ecutions. You can't begin to create alternatives until you start prosecuting these gang members for the guns, drugs and all the other crimes. This problem is escalating. We have more gangs operating every single day."

Supervisor Yvonne B. Burke originally brought the motion directing Chief Administrative Officer David Janssen and key department heads to review findings of recent reports by the Advancement Project, Mayor Antonio Villaraigosa and Sheriff Lee Baca.

Burke's motion directs the CAO to collaborate with the Countywide Criminal Justice Coordinating Council, the Sheriff's Department, District Attorney's Office, city officials and think tanks to develop recommendations for a coordinated, multi-jurisdictional approach to dealing with gangs.

Baca issued his recommendations Tuesday, noting that

half of the county's gang membership is in the city of L.A. and the other half in the county's 87 other cities and unincorporated areas.

"During the last 10 years in the state of California, 297 souls have been lost to major disasters," Baca wrote in his report. "By comparison, just in Los Angeles County in the last 10 years, we have lost 5,752 souls to gang violence."

Baca suggested using the same approach as in responding to natural disasters and other major emergencies by creating a Gang Emergency Operations Center under the direction of an executive coordinator.

The center would feature a centralized intelligence system and bring together county law enforcement officers with the latest technology to combat gang violence.

Baca also recommended officials implement gang intervention programs.

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Housing probe funding doubled

BY GIDEON RUBIN, Staff Writer

Article Last Updated: 05/09/2007 10:07:43 PM PDT

The Los Angeles County Board of Supervisors unanimously approved a request Tuesday by 5th District Supervisor Michael D. Antonovich to more than double funding for Section 8 fraud investigations in the Antelope Valley.

The county will spend \$178,000 to investigate abuse of the controversial federal government-subsidized housing program that many local residents say has contributed to rising crime rates and declining property values.

The county earmarked \$75,000 for such investigations the previous fiscal year. The funding supplements existing county investigatory efforts, Antonovich aide Norm Hickling said.

"Based on the findings of investigations done last year, it was mandatory that we increase future investigations," Hickling said. "We are finding a significant amount of fraud and, unfortunately, people wanting to break the rules."

The increased funding to investigate subsidized housing abuses is needed to keep pace with the growing numbers of tips coming into a Section 8 Fraud Hotline established in 2005, Hickling said.

Such tips have been instrumental in compliance checks that have resulted in multiple termination recommendations.

A May 3 compliance check resulted in five of nine Palmdale residents being recommended for subsidy termination and three others being counseled for minor infractions. One complaint was found to be without merit, Palmdale's sheriff's station Sgt. Kyle Bistline said.

The May 3 investigation resulted in five arrests and found 12 unauthorized tenants - nine of whom were found at one location.

In addition to being required to adhere to all laws and municipal codes, terms of Section 8 eligibility include prohibiting those on parole or probation from residing in the subsidized property.

Bistline said most tips result in the discovery of some infractions, and that a significant portion lead to termination recommendations.

"Ninety percent of homes we go to, we've found abuses, but we're seeing to the ones where somebody told us there was a problem," Bistline said. "The majority are law-abiding citizens."

Anyone with concerns about such abuse is asked to call the Section 8 Fraud Hotline at (661) 881-7233.

gideon.rubin@dailynews.com

(661) 267-7802

Bobbette Glover

From: Bob Nishimura
Sent: Wednesday, May 09, 2007 12:52 PM
To: Carlos Jackson; Bobbette Glover
Subject: AV Press News Article

This article appeared in today's Antelope Valley Press

BAD CROP - Sgt. Kyle Bistline of Palmdale's Sheriff Station PAC examines marijuana plants found in a home in the 38200 block of San Mateo Avenue in Palmdale. VERONICA ROCHA/Valley Press

Pot farm found in Section 8 check

This story appeared in the Antelope Valley Press on Wednesday, May 9, 2007.

By VERONICA ROCHA
Valley Press Staff Writer

PALMDALE - As children played on growing grass Tuesday at Manzanita Heights Park at Mesa Verde Avenue and Fifth Street West, about a block away a more illegal type of grass was growing in several places in a home's back yard.

The Sheriff's Partners Against Crime team discovered the small-scale cultivation of roughly 30 marijuana plants Tuesday inside and outside a home in the 38200 block of San Mateo Avenue during a Section 8 compliance search.

"It's not a large operation, but it looked like he was going to expand it," said Sgt. Kyle Bistline of the Palmdale Sheriff's Station PAC team.

As of press time Tuesday, the home's renter had not been detained. An individual who arrived at the home, then tried to leave the scene during the team's investigation was detained for questioning. The man told deputies he had lived at the residence about a week.

Though the marijuana cultivation found at the home was not as large as others discovered in recent months throughout the Antelope Valley, Bistline said, rooms inside the home were set up for additional pot growing.

A room on the second floor of the home contained several potted marijuana plants under heat lamps. An air conditioning vent was taped up, as were windows, which were covered with plastic throughout the home.

A second room was set up with a maze of white PVC piping. Two-liter plastic soda bottles stood upright at each open end of tubing.

The marijuana farm was discovered after a Section 8 investigator knocked on the home's door and called out the renter's name, but no one answered, Bistline said. When the investigator walked up to the home's wood fence, he saw, through the cracks in the fence, several marijuana plants sticking up from the ground.

The PAC team ordered a search warrant and found about 20 to 30 plants in the back yard, Bistline said. Some plants were potted, while others were planted.

The marijuana bust is the second of its kind in less than two weeks. Busts were made last week at six homes in

Palmdale, Lancaster and Lake Los Angeles for marijuana cultivation during a narcotics investigation.

About 600 plants were seized from the homes. Their worth could have reached \$500,000 to \$1 million at harvest.

Monday's marijuana discovery is the fourth bust in less than three months. In February, deputies seized about 200 plants at a west Palmdale home, then 1,000 more the next day at a home about a mile away.

vrocha@avpress.com <<mailto:vrocha@avpress.com>>

Bobbette Glover

From: Natalia Macias
Sent: Tuesday, May 15, 2007 3:54 PM
To: Bobbette Glover; Carlos Jackson; Esther Keosababian; Marcie Miranda; Margarita Gonzalez; Margarita Lares Herrera; Marie Quon; Richard Martinez; Tricia Tasto
Cc: IGR/PI
Subject: CLPHA Update: Jackson Before Appropriations; Deregulation Initiative Moving Ahead

CLPHA Update
May 10, 2007

Secretary Jackson Testifies before Senate Appropriations Panel

On May 3rd, HUD Secretary Alphonso Jackson appeared before the Senate Appropriations Subcommittee on Transportation, Housing and Urban Development and Related Agencies to defend the Administration's FY08 HUD budget request. Jackson encountered a stiff rebuke from Democrats and Republicans on the panel who declared the budget "abdicates responsibility" and "slashes public housing". Subcommittee chair Senator Patty Murray (D-WA) said "(t)he President's budget for HUD is irresponsible and unacceptable on its face." Senator Christopher Bond (R-MO), the subcommittee's ranking member, declared he "strongly supports the HOPE VI program" and decried the Administration plan to "zero it out." Bond also said Section 8 renewals are underfunded by \$1.2 billion and the "shortfall is unacceptable." It is widely expected that lawmakers from both sides of the aisle will toss out the Administration's FY08 proposal and craft an appropriations bill more favorable to housing programs such as Sec. 8, public housing, HOPE VI, elderly and disabled, and rural housing.

Jackson—reprising his performance from his House appropriations testimony—once again declared that public housing advocates reneged on a deal he made with them over two years ago on a Sec. 8 funding formula change, naming the groups—CLPHA, PHADA and NAHRO—before the Senate panel. The supposed deal Jackson referred to involve the formula change in the Administration's proposed State & Local Housing Flexibility Act (SLHFA) bill, which CLPHA and the other industry groups had expressed concern over at the time of formulation of the proposed bill.

In addition to advocating for full funding of public housing programs in FY08, CLPHA is also working with the other industry groups to develop amendment language for the appropriations bill to address some still-unresolved issues involving asset management, including the use of capital funds and the restrictions on management fees. Markup on the FY08 appropriations bill is expected to begin sometime in late-May/early June, depending on the progress of the FY07 emergency supplemental funding bill.

For further information, contact Gerard Holder at gholder@clpha.org.

Deregulation Initiative Moving Ahead

The Department is finalizing plans to hold several information gathering sessions to identify potential areas for administrative reform. On May 4, HUD hosted a meeting with the industry groups along with a few PHAs to discuss plans for the upcoming sessions.

The Department will create 10 working groups to focus on potential reform by subject area. These working groups will be open to any PHA that wishes to participate. Advocacy organizations (such as the National Low Income Housing Coalition) will also be invited to participate. Call-in lines should be available to allow people to participate by phone. Tentatively, the 10 workgroups will be divided into the following subject areas:

- Occupancy issues
- Capital Fund
- Resident Involvement/Self Sufficiency
- PHAS/Oversight
- Development
- Homeownership

- General (e.g., procurement, insurance)
- Operating Fund
- Systems
- Submission Requirements.

HUD staff will facilitate workgroup meetings, but the members of the workgroups will set the agendas. All regulations, notices, and handbooks will be open for discussion. At the end of the process, the HUD facilitator for each group will produce a report that outlines the group's recommendations. HUD staff has stressed that these reports will be purely advisory.

This process has not received final clearance yet. Once HUD announces details about the workgroups, we will pass them along to you.

If you have any questions, please contact Tara O'Neill at toneill@clpha.org.



<http://www.latimes.com/news/local/la-me-landlord18may18,1,7258497.story>
From the Los Angeles Times

UCLA instructor gets a lecture as tenants take protest to class

The Echo Park landlord wants to raise rents and opt out of a federal subsidy program.

By Jessica Garrison
Times Staff Writer

May 18, 2007

UCLA real estate instructor Eric Sussman stayed in the center of his business school classroom, smiling at his students and trying, for as long as he could, to ignore the picket signs and angry faces just outside.

There, under the watchful eyes of UCLA police officers, Debora Barrientos, a 43-year-old single mother, stood with about 35 other tenants who had been bused to the campus from their Echo Park complex. Actually, it's Sussman's complex, where he wants to raise the rents, and that could leave Barrientos with no home.

Barrientos said that after she saw Sussman's red, sheepish face, she felt a little sorry for her landlord. But not sorry enough to stop her group from publicly presenting him with a ceramic piggy bank that proclaimed him the city's greediest landlord.

As rents keep rising around the region, tensions between landlords and tenants are increasingly common.

Morton Avenue has become the latest battleground, and the fight there centers on whether Los Angeles landlords whose buildings are subject to the city's rent control laws can opt out of a federal program that subsidizes rent for low-income tenants.

The question has implications not just for the 22 families in the complex whose rent is partially paid by the Section 8 program, but also for nearly 40,000 families in Los Angeles who hold vouchers.

Sussman, who owns the complex with several partners, and his lawyer think the owners have the right to get out of the program — especially because the government's idea of fair market rent is hundreds of dollars and in some cases more than \$1,000 less than what the apartments can fetch on the open market, essentially forcing landlords to further subsidize the poor who are already getting government subsidies. Last year, he served the Section 8 tenants with eviction notices.

City officials and tenant advocates, however, say that the city's tough eviction rules should cover the units. Wanting to rent apartments for more money is not one of the narrowly defined reasons allowed for eviction.

The tenants filed a lawsuit in federal court challenging the evictions. The tenants can stay until a judge's decision. But regardless of the decision, which is expected in August, both sides predict the case will be appealed to the U.S. 9th Circuit Court of Appeals.

Meanwhile, tenant advocates decided to use Sussman to "send a message to all landlords," as Larry Gross, executive director of the Coalition for Economic Survival, put it to tenants as they stood in the chilly evening air under the curious eyes of UCLA's Anderson School of Management students.

Sussman, who along with other partners bought the gray buildings in the hills of Echo Park last year, is not just any landlord. He teaches real estate at one of the nation's preeminent business schools. Advocates say he should have known when he bought Morton Gardens that Section 8 tenants lived there and it is unethical of him to try to

evict them just to increase his bottom line.

And then there is the complex's location. Near Dodger Stadium in the hills above downtown, it sits in a neighborhood that many consider ground zero for the gentrification sweeping Los Angeles. The rents tell the story. Some tenants are paying \$1,200 for two- and three-bedroom units that are worth more than \$2,000, Sussman said.

"Echo Park is hanging on to being one of the last remaining mixed-income communities in Los Angeles," said Councilman Eric Garcetti, who represents the area.

On Tuesday, the tenants took their anger to Sussman's classroom. Advocates rented an old yellow school bus and drove about three dozen tenants and supporters to Sussman's class.

As her neighbors took seats around her, Barrientos, who came from El Salvador and works as a nurse's aide, sat next to her friend and neighbor Norma Pena, an immigrant from Mexico. Both women are single mothers who raised their children in the building with the help of the federal subsidies. The daughters of both women are now in college.

Barrientos bit her lip. She said she was nervous. She had never participated in a protest before, but she said she felt desperate. "I love this place I live," she said, gesturing at her building, which is framed by tall trees and offers a panoramic view of Los Angeles. If she had to move, she said, she feared she'd wind up in a dangerous area where gangs and gunfire would threaten her daughter's safety.

Once at UCLA, the tenants put on bright red T-shirts and hoisted signs telling Sussman he should be ashamed. Then, holding the piggy bank, they marched toward Sussman's class. They carried with them a letter asking UCLA's chancellor to review Sussman's business practices.

UCLA police refused to let them in the classroom, so they stood outside the windowed door. Sussman stayed inside, lecturing in front of an overhead projector that displayed bar graphs and charts.

Finally, at the request of a university official, Sussman went out. As his tenants chanted "Shame on you," he reluctantly accepted the pig. (His students later dropped coins into it, he said.)

The protesters went home. On the bus, tenant organizers told them they had done a great job and that this was only the beginning.

Sussman took a different view. He said he thought it was inappropriate for the tenants to attempt to "harass and intimidate me."

He also said he understood their plight — but his tenants were "pointing the finger at the wrong guy."

"This is a real issue. Los Angeles has a housing problem, across all spectrums," he said. "My MBAs can't afford a home."

But he added that government must do its share, such as increasing subsidies.

The lecturer, who has won a number of teaching awards, also said he used the protest as a teachable moment for his class.

"Being a landlord is very political these days," he said. "It was a real life lesson."

jessica.garrison@latimes.com



**HOUSING AUTHORITY
of the County of Los Angeles**

Administrative Office

2 Coral Circle • Monterey Park, CA 91755

323.890.7001 • TTY: 323.838.7449 • www.lacdc.org



Gloria Molina
Yvonne Brathwaite Burke
Zev Yaroslavsky
Don Knabe
Michael D. Antonovich
Commissioners

Carlos Jackson
Executive Director

May 23, 2007

Honorable Housing Commissioners
Housing Authority of the County of Los Angeles
2 Coral Circle
Monterey Park, CA 91755

Dear Commissioners:

**APPROVE TRASH REMOVAL SERVICES CONTRACT FOR
48 HOUSING AUTHORITY OFFICES AND HOUSING DEVELOPMENTS
(ALL DISTRICTS)**

IT IS RECOMMENDED THAT YOUR COMMISSION:

1. Recommend that the Board of Commissioners find that trash removal services are not subject to the provisions of the California Environmental Quality Act (CEQA), as described herein, because the services will not have the potential for causing a significant effect on the environment.
2. Recommend that the Board of Commissioners approve and authorize the Executive Director of the Housing Authority to execute a one-year Trash Removal Services Contract (Contract) with Universal Waste Systems, Inc., to provide trash removal services at the Housing Authority offices and housing developments, to be effective upon Board approval; and to use for this purpose an amount not to exceed \$416,998.68 in Housing Authority funds, comprised of \$34,749.89 included in the approved Housing Authority's fiscal year 2006-2007 budget and \$382,248.79 to be requested through the fiscal year 2007-2008 annual Housing Authority budget approval process.
3. Recommend that the Board of Commissioners authorize the Executive Director to execute amendments to the Contract, following approval as to form by County Counsel, for a maximum of two years, in one-year increments, at the same yearly amount of \$416,998.68, using funds to be

requested through the Housing Authority's annual budget approval process.

4. Recommend that the Board of Commissioners authorize the Executive Director to execute amendments to the Contract, following approval as to form by County Counsel, in an amount not to exceed \$50,000 per contract year, to cover any unforeseen needed trash removal services or increase in the Sanitation District's Dumping Fees, using the same source of funds.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

The purpose of this action is to provide for necessary trash removal services for Housing Authority offices and housing developments located throughout the County.

FISCAL IMPACT/FINANCING:

There is no impact on the County general fund. The maximum amount for all three years of the Contract, if fully extended, will not exceed the aggregate amount of \$1,250,996.04, excluding any contingency monies.

The total cost of the Contract is \$416,998.68, using a maximum of \$416,998.68 in Housing Authority funds, comprised of \$34,749.89 included in the approved Housing Authority's fiscal year 2006-2007 budget and \$382,248.79 to be requested through the Housing Authority's fiscal year 2007-2008 annual budget approval process.

If extended, the cost of the second and third years of the Contract will remain the same at \$416,998.68 annually using funds to be requested through the Housing Authority's annual budget approval process.

A contingency in the maximum amount of \$50,000 per year is also being set aside to cover as needed bulky item and roll off bin trash removal services, and any increase in dumping fees levied by the Sanitation District, using the same yearly source of funds.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The Housing Authority wishes to retain the services of Universal Waste Systems, Inc., to provide necessary trash removal services for the offices and housing developments located throughout Los Angeles County. The list of locations appear on Attachment A.

The proposed Contract provides for regular trash removal services at each contracted office and housing development. Pick-up days per week range from one day per week to three days per week dependent on the housing development.

The proposed services are being federally funded, and are not subject to the requirements of the Greater Avenues for Independence (GAIN) or the General Relief Opportunity for Work (GROW) Programs implemented by the County of Los Angeles. Instead, the contractors must comply with Section 3 of the Housing and Community Development Act of 1968, as amended, which requires that employment and other economic opportunities generated by certain HUD assistance be directed to low- and very low-income persons, particularly to persons who are recipients of HUD housing assistance.

The Contract has been approved as to form by County Counsel and executed by Universal Waste Systems, Inc.

ENVIRONMENTAL DOCUMENTATION:

This action is exempt from the provisions of the National Environmental Policy Act pursuant to 24 Code of Federal Regulations, Part 58, Section 58.35 (b)(3) because it involves trash removal activities that will not have a physical impact or result in any physical changes to the environment. This action is also not subject to the provisions of CEQA pursuant to State CEQA Guidelines 15060(c)(3) and 15378, because it is not defined as a project under CEQA and does not have the potential for causing a significant effect on the environment.

CONTRACTING PROCESS:

On December 7, 2006, a Request for Proposals (RFP) was initiated to identify contractors to provide trash removal services for the Housing Authority. Notices were mailed to 49 firms identified from the Housing Authority's vendor list. Announcements appeared in 10 local newspapers and on the County's WebVen website. A copy of the RFP was also posted on the Housing Authority's website. Six proposal packages were distributed. Four contractors attended the pre-bid conference on December 14, 2006.

On January 4, 2007, two proposals were received and evaluated. Universal Waste Systems, Inc. was determined to be the most qualified vendor based on criteria stated in the RFP and consensus scoring, and is therefore being recommended for the Contract award.

The Summary of Outreach Activities is provided in Attachment B.

Honorable Housing Commissioners
May 23, 2007
Page 4

IMPACT ON CURRENT PROGRAMS:

The proposed Contract will provide necessary trash removal services for the Housing Authority's offices and housing developments located in Los Angeles County.

Respectfully submitted,


for CARLOS JACKSON
Executive Director

Attachments: 2

ATTACHMENT A

TRASH REMOVAL SERVICES CONTRACT LIST OF HOUSING AUTHORITY SITES

Mary B. Henry Telemedicine Clinic	88th & Beach Street
Ujima Village	1115 West 90th Street (I)
Carmelitos	1116 West 90th Street (II)
Harbor Hills	West 90th Street
Nueva Maravilla	West 91st Street
So. Ferris/Villa Nueva	92nd & Bandera Street
Herbert Apt.	West 94th Street
Arizona & Olympic	West 95th Street
Whittier Manor	Imperial Heights (I)
Sundance Vista	Imperial Heights (II)
Francisquito Villa	Normandie Avenue (I)
Marina Manor I	Century & Wilton Place
Marina Manor II	West 105th Street
Foothill Villa	West 106th Street (I)
South Bay Gardens	West 106th Street (II)
SSS Central Office	West 106th Street (III)
El Segundo I	West 107th Street (I)
El Segundo II (A)	Athens (III) - 107th Street
El Segundo II (B)	Athens (III) - 110th Street
Willowbrook Town Homes	Athens (III) - Normandie Avenue
East 61st Street	Woodcrest I & II
East 83rd Street	Budlong Crest
East 84th Street	Budlong (I)
East 87th Street	Budlong (II)

ATTACHMENT B

CONTRACTS FOR TRASH REMOVAL SERVICES

Summary of Outreach Activities

On December 7, 2006, the following outreach was initiated to identify qualified contractors to provide waste removal services for 47 Housing Authority housing developments located within Los Angeles County.

A. Request for Proposals (RFP) Advertising

IFB announcements appeared in the following ten local newspapers:

Acton Agua Dulce News	Long Beach Press Telegram
Antelope Valley Press	Los Angeles Sentinel
Eastside Sun	Los Angeles Times
International Daily News	The Daily News
La Opinion	Wave Publications Group

The announcements were posted on the County's WebVen website and the Housing Authority website.

B. Distribution of Proposal Packets

The Housing Authority's vendor list was used to mail out the RFP to 49 contractors, of which 20 identified themselves as businesses owned by minorities or women (private firms which are 51 percent owned by minorities or women, or publicly-owned businesses in which 51 percent of the stock is owned by minorities or women). As a result of the outreach, six proposal packets were requested and distributed.

C. Pre-Proposal Conference

On December 14, 2006, four contractors participated in a Pre-Proposal Conference and site walks.

D. Proposal Results

On January 4, 2007, two proposals were received. Universal Waste Systems, Inc., was selected for recommendation of award of the Contract based on the criteria set forth in the RFP and consensus scoring. The results of the two proposals are as follows:

Waste Removal CompanyEvaluation Score

Universal Waste Systems, Inc.

902

U.S.A. Waste of California, Inc.

396

E. Minority/Female Participation – Selected Firms

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
Universal Waste Systems, Inc.	Non-Minority	Total: 70 57 Minorities 3 Women 80% Minorities 4% Women

F. Minority/Female Participation – Firms Not Selected

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
U.S.A. Waste of California, Inc.	Non Minority	Total: 184 162 Minorities 11 Women 88% Minorities 6% Women

The Housing Authority conducts ongoing outreach to include minorities and women in the Contract award process, including: providing information at local and national conferences; conducting seminars for minorities and women regarding programs and services; advertising in newspapers to invite placement on the vendor list; and mailing information to associations representing minorities and women. The above information has been voluntarily provided to the Housing Authority.

The recommended award of Contract is being made in accordance with the Housing Authority's policies and federal regulations, and without regard to race, creed, color, or gender.



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Gloria Molina
Yvonne Brathwaite Burke
Zev Yaroslavsky
Don Knabe
Michael D. Antonovich
Commissioners

Carlos Jackson
Executive Director

May 23, 2007

Honorable Housing Commissioners
Housing Authority of the County of Los Angeles
2 Coral Circle
Monterey Park, CA 91755

Dear Commissioners:

**APPROVE CONSTRUCTION CONTRACT FOR
LINSLEY AND FIRMONA SITE AND BUILDING IMPROVEMENTS (2)**

IT IS RECOMMENDED THAT YOUR COMMISSION:

1. Recommend that the Board of Commissioners find that approval of site and building improvements for public housing developments at 4621 and 4625 Linsley Street, in unincorporated area of Compton, and 11117 and 11119 Firmona Avenue, in unincorporated Lennox, is exempt from the provisions of the California Environmental Quality Act (CEQA), as described herein, because the work includes activities that will not have the potential for causing a significant effect on the environment.
2. Recommend that the Board of Commissioners rescind Construction Contract in the amount of \$93,510 with CAS General Contractor as approved by your Board on January 10, 2006.
3. Recommend that the Board of Commissioners approve the award of a Construction Contract (Contract) in the amount of \$220,010 to CAS General Contractor, to complete the site and building improvements at the subject properties; and authorize the Executive Director of the Housing Authority to execute the Contract and all related documents, following approval as to form County Counsel and effective upon the issuance of the Notice to Proceed, which will not exceed 30 days following the date of Board approval.

4. Recommend that the Board of Commissioners authorize the Housing Authority to use a total of \$118,200 in Replacement Housing funds (RHF) allocated by the U.S. Department of Housing and Urban Development (HUD), and \$101,810 in proceeds from the sale of the Amalia public housing site to the Los Angeles Unified School District, for the purposes described above.
5. Recommend that the Board of Commissioners authorize the Executive Director to approve contract change orders not exceeding \$44,002, using proceeds from the sale of the Amalia public housing site, for unforeseen project costs.
6. Recommend that the Board of Commissioners authorize the Housing Authority to incorporate into the approved budget, a total of \$264,012, comprised of \$118,200 in RHF funds and \$145,812 in proceeds from the sale of the Amalia public housing site, for the purposes described above.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

The purpose of this action is to award a Contract to complete site and building improvements at the Linsley and Firmona public housing developments.

FISCAL IMPACT/FINANCING:

There is no impact on the County general fund. The improvements will cost a total of \$220,010, comprised of \$118,200 in RHF funds and \$101,810 in proceeds from the sale of the Amalia public housing site, to be included in the approved budget of the Housing Authority.

A 20 percent contingency, in the amount of \$44,002, is also being set aside for unforeseen costs using proceeds from the sale of the Amalia public housing site, also to be incorporated into the Housing Authority's approved budget. The in-house estimated cost to complete the work is \$215,000.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On January 10, 2006, your Board approved the Contract to CAS General Contractor, for the Linsley and Firmona site and dwelling structure improvements project, in the amount of \$93,510. Following Board approval, the Notice to Proceed was not issued to the Contractor due to an unanticipated delay in the relocation of the residents from both sites. The final resident relocated by June 2006. Subsequently, the two sites were vandalized while they were vacant.

CAS General Contractor was invited to assess the damages and provide a cost estimate on the additional work resulting from the vandalism. The estimate provided by the Contractor exceeded the 20% contingency approved by your Board, and the Housing Authority determined that the project should be re-bid because of changes in the scope of work to be performed. Consequently, CAS General Contractor withdrew from the original contract following a 10-month delay in commencement of the construction project.

The scope of work includes exterior and interior improvements. Some of the exterior improvements include asbestos abatement, new roof, doors, windows and window guards with emergency foot release, water heaters, concrete paths and driveways, exterior lighting, wheelchair access ramps and railings at the Linsley location, chain and wrought iron fencing and gates, and landscaping. Interior improvements include new doors and hardware, floor covering, bathtubs with tile surround and glass door enclosures, wall heaters, kitchen cabinets and countertops, range hoods, light fixtures, smoke detectors, and interior painting.

After incorporating the new work items to the original scope, the project was re-bid. It is anticipated that the site improvements for the above properties will be completed within 90 calendar days following the issuance of the Notice to Proceed to the Contractor.

The improvements are being federally funded, and are not subject to the requirements of the Greater Avenues for Independence (GAIN) Program or the General Relief Opportunity for Work (GROW) Program implemented by the County of Los Angeles. Instead, CAS General Contractor will comply with Section 3 of the Housing and Community Development Act of 1968, as amended, which requires that employment and other economic opportunities generated by certain HUD assistance be directed to low- and very low-income persons, particularly to persons who are recipients of HUD housing assistance.

The Housing Authority wishes to award the Contract to CAS General Contractor to complete the improvements. The Contract has been approved as to form by County Counsel and executed by CAS General Contractor.

ENVIRONMENTAL DOCUMENTATION:

Pursuant to 24 Code of Federal Regulation, Part 58, Section 58.35 (a)(3)(ii), this project is excluded from the National Environmental Policy Act (NEPA), because it involves activities that will not alter existing environmental conditions. It is exempt from the provisions of CEQA, pursuant to State CEQA Guidelines 15301, because it involves negligible or no expansion of use beyond what currently exists and does not have the potential for causing a significant effect on the environment.

CONTRACTING PROCESS:



On January 4, 2007, the Housing Authority initiated an outreach to identify a contractor to complete the work at the subject property. Invitations for Bids were mailed to 484 contractors identified from the Housing Authority's vendor list. Advertisements also appeared in eight local newspapers and on the County WebVen website. Seven bid packages were requested and distributed.

On February 5, 2007, four bids were received and formally opened. The lowest bidder, ZK Construction, submitted a withdrawal letter on February 16, 2007. The second lowest bid, submitted by CAS General Contractor, was determined to be responsive and is being recommended for the Contract award. The Summary of Outreach Activities is provided as Attachment A.

IMPACT ON CURRENT PROJECT:

The award of the Contract will provide the public housing residents with decent, safe, and sanitary living conditions.

Respectfully submitted,


 CARLOS JACKSON
Executive Director

Attachments: 2

ATTACHMENT A

Summary of Outreach Activities

On January 4, 2007, the following outreach was initiated to identify a contractor for site and building improvements at the Linsley and Firmona family housing developments, located at 4621 and 4625 Linsley Street, in unincorporated area of Compton, and 11117 and 11119 Firmona Avenue, in unincorporated Lenoxx, respectively.

A. Newspaper Advertising

Announcements appeared in the following eight local newspapers:

Dodge Construction News	Los Angeles Sentinel
Eastern Group Publications	Los Angeles Times
International Daily News	The Daily News
La Opinion	WAVE Community Newspapers

An announcement was also posted on the County Web Site.

B. Distribution of Bid Packages

The Housing Authority's vendor list was used to mail out Invitations for Bids to 484 contractors, of which 417 identified themselves as businesses owned by minorities or women (private firms which are 51 percent owned by minorities or women, or publicly-owned businesses in which 51 percent of the stock is owned by minorities or women). As a result of the outreach, seven bid packages were requested and distributed.

C. Pre-Bid Conference and Site Walk

On January 16, 2007, a recommended pre-bid conference and site walk was conducted. Seven firms were in attendance.

D. Bid Results

On February 5, 2007, a total of four bids were received and publicly opened. The bid results were as follows:

<u>Company</u>	<u>Bid Amount</u>
ZK Construction	\$199,800
CAS General Contractor*	\$220,010
AZ Home, Inc.	\$293,434
SPEC Construction Co., Inc.	\$479,591

*Minority-owned firm

E. Minority/Female Participation –Selected Contractor and Subcontractor

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
CAS General Contractor	Minority	Total: 4 4 Minorities 0 Women 100% Minorities 0% Women
Allied Industries Inc. (Sub) (Abatement)	Non-Minority	Total: 118 112 Minorities 6 Women 95% Minorities 5% Women

F. Minority/Female Participation – Firms Not Selected

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
ZK Construction	Non-Minority	Total: 3 1 Minorities 1 Women 50% Minorities 50% Women
AZ Home, Inc.	Non-Minority	Total: 9 0 Minorities 1 Women 0% Minorities 11% Women
SPEC Construction Co., Inc.	Non-Minority	Total: 9 0 Minorities 2 Women 0% Minorities 22% Women

The Housing Authority conducts ongoing outreach to include minorities and women in the contract award process, including: providing information at local and national conferences; conducting seminars for minorities and women regarding programs and services; advertising in newspapers to invite placement on the vendor list; and mailing information to associations representing minorities and women. The above information has been voluntarily provided to the Housing Authority.

The recommended award of the contract is being made in accordance with the Housing Authority's policies and federal regulations, and without regard to race, creed, color, or gender.

Contract Summary

Project Name: Linsley and Firmona Site and Building Improvements
Location: 4621 and 4625 Linsley Street, in unincorporated area of Compton
11117 and 11119 Firmona Avenue, in unincorporated Lennox
Bid Number: CM-07-002
Bid Date: February 5, 2007
Contractor: CAS General Contractor
Services: Site and building improvements of two housing developments

Contract Documents: Part A – Instructions to Bidders and General Conditions; Part B – Specifications; Part C – Bidder's Documents, Representations, Certifications, Bid, and Other Statements of Bidder; all addenda to the Contract Documents.

Time of Commencement and Completion: The work to be performed under this Contract shall be commenced within ten (10) days after a Notice to Proceed is received by the Contractor, or on the date specified in the Notice, whichever is later, and shall be completed within ninety (90) calendar days following the required commencement date.

Liquidated Damages: In the event of breach of contract, the Contractor and his/her sureties shall be liable for, and shall pay to the Housing Authority the sum of **Four Hundred Dollars and Zero Cents (\$400.00)** as liquidated damages for each calendar day of delay, until the Work is accepted by the Owner.

Contract Sum: The Housing Authority shall pay the Contractor for the performance of the Construction Contract subject to additions and deductions by Change Order(s) as provided in the Contract Documents, in current funds, the sum of **Two Hundred Twenty Thousand Ten Dollars and Zero Cents (\$220,010.00)**. The Contract Sum is not subject to escalation, includes all labor and material increases anticipated throughout the duration of this Construction Contract.

Contract Contingency: \$44,002



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Don Knabe
Michael D. Antonovich
Commissioners

Carlos Jackson
Executive Director

May 23, 2007

Honorable Board of Commissioners
Housing Authority of the County of Los Angeles
2 Coral Circle
Monterey Park, CA 91755

Dear Commissioners:

**AUTHORIZATION TO ENTER INTO A 15-YEAR GROUND LEASE WITH
THE CHILD DEVELOPMENT CONSORTIUM OF LOS ANGELES, INC., AND
AUTHORIZATION TO INCREASE BUDGET AUTHORITY
FOR APPROVED HOUSING AUTHORITY BUDGET (2)**

IT IS RECOMMENDED THAT YOUR COMMISSION:

1. Recommend that the Board of Commissioners find that approval of the attached 15-year Ground Lease is not subject to the provisions of the California Environmental Quality Act (CEQA), as described herein, because the action will not have the potential for causing a significant effect on the environment.
2. Recommend that the Board of Commissioners authorize the Executive Director of the Housing Authority to execute the 15-year Ground Lease with Child Development Consortium of Los Angeles, Inc., (Consortium) which has been approved as to form by County Counsel and executed by Consortium.
3. Recommend that the Board of Commissioners authorize the Housing Authority to accept and incorporate a total of \$47,000 from the Consortium, into the approved budget, as an advance towards construction costs related to the State Department of Education (State DOE) grant for a replacement child care facility.



PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

The purpose of this action is to authorize the Housing Authority to enter into a 15-year Ground Lease with Consortium for the operation of a child care facility on the land located at 10911 South Vermont Avenue, in unincorporated Los Angeles County (Land).

A similar letter is being concurrently submitted to the Board of Commissioners of the Community Development Commission of the County of Los Angeles (Commission) on June 12, 2007, to transfer the title of the Land to the Housing Authority for the purpose of entering into the 15-year Ground Lease with Consortium. The Housing Authority has managed the site since 1996.

This proposed action also authorizes the Housing Authority to accept and incorporate into its approved budget, a total of \$47,000 from Consortium, as an advance towards construction costs related to the State DOE grant for a replacement child care facility.

FISCAL IMPACT/FINANCING:

There is no impact on the County general fund. Under the terms of the 15-year Ground Lease, Consortium will pay the Housing Authority an annual fee of \$1.

The receipt and incorporation of a total of \$47,000 from Consortium into the Housing Authority's approved budget is to be used as an advance towards construction costs related to the State DOE grant for a replacement child care facility.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Consortium, a non-profit organization, has operated the 4,320 square foot Bright Futures Child Development Center (Bright Futures) located at 10911 South Vermont Avenue, in unincorporated Los Angeles County, since 1997. Bright Futures has 60 participant slots for pre-school children, ages three to five years old, providing State-subsidized child care services for parents who are residents in the South Scattered Sites public housing, and who are enrolled in school or public housing training programs. The child care services are also available to the neighboring community.

The Commission holds title to the Land, which includes three relocatable buildings and a permanent structure that houses a commercial kitchen. The relocatable buildings have been found to be in poor repair and past their useful life. Consortium has received grant funding from the State DOE for replacement relocatable structures. The State DOE grant funding limits the replacement structures to the same type as the original structures.

Honorable Housing Commissioners
May 23, 2007
Page 3

DOE grant funding limits the replacement structures to the same type as the original structures.

The 15-year Ground Lease will permit Consortium to use the Land to establish a replacement child care facility.

The incorporation of a total of \$47,000 from Consortium into the Housing Authority's approved budget will be used as an advance to cover the construction costs related to the State DOE grant.

The 15-year Ground Lease has been approved as to form by County Counsel, and will be effective upon Board approval.

ENVIRONMENTAL DOCUMENTATION:

This action is exempt from the provisions of the National Environmental Policy Act pursuant to 24 Code of Federal Regulations, Part 58, Section 58.34 (a)(3) because it involves administrative activities that will not have a physical impact or result in any physical changes to the environment. This action is also not subject to the provisions of CEQA pursuant to State CEQA Guidelines 15060(c)(3) and 15378, because it is not defined as a project under CEQA and does not have the potential for causing a significant effect on the environment.

IMPACT ON CURRENT PROGRAM:

The proposed action will allow the Housing Authority to enter into a 15-year Ground Lease with Consortium for the purpose of a replacement child care facility on the Land, and will increase the Housing Authority's approved budget by \$47,000, for the purpose of an advance towards the construction costs related to the State DOE grant for a replacement child care facility.

Respectfully submitted,


for CARLOS JACKSON
Executive Director

Attachment

GROUND LEASE

DATE

by and between

**HOUSING AUTHORITY OF THE
COUNTY OF LOS ANGELES,**

as Landlord,

and

**CHILD DEVELOPMENT CONSORTIUM OF LOS ANGELES, Inc., a
California non-profit Corporation,**

as Tenant

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EXHIBITS

- A. LEGAL DESCRIPTION
- B. CALIFORNIA CHARITIES REGULATIONS
- C. FEDERAL LOBBYIST REQUIREMENTS
- D. INFORMATION REGARDING THE NEWBORN ABANDONMENT LAW

GROUND LEASE

This Ground Lease ("Lease") is made and entered into this day of , 2007 (the "Lease Date") by and between the HOUSING AUTHORITY OF THE COUNTY OF LOS ANGELES, a public body, corporate and politic ("Landlord" or "Housing Authority"), and the CHILD DEVELOPMENT CONSORTIUM OF LOS ANGELES, INC., a California non-profit corporation ("Tenant"). Landlord and Tenant shall sometimes hereinafter be individually referred to as "Party" and collectively referred to as "Parties".

RECITALS

A. Landlord is the Housing Authority, which is the owner of certain real property located at 10911 South Vermont Avenue, in unincorporated Los Angeles County, State of California, more fully described on Exhibit A, the Legal Description and Assessor's parcel map shown as Parcel 1 and Parcel 2, attached hereto and incorporated herein by reference (the "Land").

B. Tenant desires to lease the Land from Landlord, and Landlord desires to lease the Land to Tenant in accordance with the terms and conditions of this Lease as set forth herein below.

C. Tenant intends to lease the Land for the purposes of renovation and operation of a Child Care Center (hereinafter referred to as the "Center").

D. Tenant is a recipient of subsidized child development operational funding from the State of California Department of Education (the "State DOE"). Landlord is not party to the State DOE contract and without obligation or accountability of this agreement.

NOW THEREFORE, the Parties agree as follows:

1. DEFINITIONS.

1.1 General Definitions.

As used in this Lease, the following words and phrases shall have the following meanings:

(a) Alterations - any change to, or modifications of the Land made by Tenant pursuant to Section 10.1 below.

(b) Authorized Representative - any officer, employee, or agent of either Party, acting within authority given by that Party.

(c) Damage - injury, deterioration, or loss to a Person or property caused by an Act of God or another Person's acts or omissions. Damage includes death. Damage does not include normal wear and tear.

(d) Destruction - any substantial Damage to the Land or the Improvements.

(e) Encumbrance - any deed of trust, mortgage, or other written security device or agreement encumbering either the leasehold or the fee interest in the Improvements that constitutes security for the payment of a debt or performance of an obligation.

(f) Expiration - the coming to an end of the time specified in this Lease as its duration.

(g) Improvements - any structures or other permanent improvements constructed in accordance with plans and specifications approved by Landlord, subject to any requirements of all regulatory agencies.

(h) Law - any judicial decision, statute, constitution, ordinance, resolution, regulation, rule, administrative order, or other requirement of any municipal, county, state, federal, or other government agency or authority having jurisdiction over the Parties or the Land, or both, including any licensing requirements, in effect either at the time of execution of this Lease or at any time during the Term, including, without limitation, any regulation or order of a quasi-official entity or body (e.g., board of fire examiners or public utilities).

(i) Person - one or more human beings, or legal entities or other artificial persons of any kind, including, without limitation, partnerships, corporations, trusts, estates, joint ventures, associations, and any combination of human beings and legal entities.

(j) Provision - any term, agreement, covenant, condition, clause, qualification, restriction, reservation, or other stipulation in this Lease that in any way defines or otherwise controls, establishes, or limits the performance required or permitted by either Party.

(k) Rent - is defined in Section 5.1 of this Lease.

(l) Successor - assignee, transferee, personal representative, heir, or other Person succeeding lawfully, and pursuant to the Provisions of this Lease, to the rights or obligations of either Party.

(m) Termination - the ending of the Term for any reason before Expiration.

(n) Relocatable Buildings - the temporary structures to be renovated and or replaced by Tenant to house the Center.

1.2 Other Definitions.

The following additional terms are defined in the following sections of this Lease:

(a)	Term	4.1
(b)	Rent	5.1
(c)	Other Expenses	5.2
(d)	Award	13.1
(e)	Condemnation	13.1(b)
(f)	Condemnor	13.1
(g)	Date of Taking	13.1(d)
(h)	Defaults	15.1

2. CONDITIONS TO TENANT'S OBLIGATIONS.

Landlord has agreed that Tenant shall demolish and remove the three (3) existing one-story Relocatable Buildings and Improvements from the Land and clear the Land in a manner consistent with the preparation of site rehabilitation for the replacement of three identical one-story Relocatable Buildings. Notwithstanding any other provisions of this Lease, the obligations of Tenant under this Lease is that possession of the Land by Tenant is conditional and contingent upon the clearance and site preparation and notifying Tenant, that the same has been accomplished.

3. LAND.

3.1 Lease of Land.

For and in consideration of the payment of Rent and the performance of all the terms, covenants and conditions of this Lease by Tenant, Landlord hereby leases the Land to Tenant.

3.2 Tenant's Acceptance.

Tenant currently operates a Center with three (3) Relocatable Buildings and an attached commercial kitchen within a permanent structure and other related Improvements. The Relocatable Buildings that house the Center have been found to be in poor repair and past their useful life, therefore the Tenant shall demolish and remove at its sole cost and expense the Relocatable Buildings. Following Landlord's clearance of removal of such improvements, Tenant agrees to accept the Land in its "as is" condition with all defects as of the date of the delivery of the Land to Tenant.

3.3 Conveyance of Improvements.

Upon Expiration of the Term of this Lease of the Term pursuant to the provisions of this Lease, the Improvements shall be subject to the Ownership and Removal of Improvements provisions of Section 7.2 below.

4. LEASE TERM.

The term of this Lease shall commence on the Lease Date and extend for a period of fifteen (15) years the ("Term"). Withstanding any provision of this Lease to the contrary, in the event that Tenant is unable to secure funding for construction of the Center this Lease shall automatically terminate and the Parties shall have no further obligations to one another.

5. RENT.

5.1 Payment of Rent.

Upon the execution and delivery of this Lease by each Party hereto to the other Party (the "Rent Commencement Date") and each anniversary of the Rent Commencement Date thereafter, Tenant shall pay to Landlord the sum of one dollar (\$1.00), without deduction, setoff, prior notice or demand, at such place as Landlord may from time to time designate and the other expenses specified in Section 5.2 below (the "Rent").

5.2 Other Expenses.

In addition to the rent as set forth in Section 5.1, Tenant shall pay or cause to be paid all insurance, operating and maintenance expenses in accordance with the terms of this Lease, including all ad valorem property taxes and possessory interest taxes, assessed against or otherwise imposed on the Land, Improvements or Tenant's Personal Property, if any (collectively the "Other Expenses").

From and after the date hereof, Tenant shall be liable and responsible for and pay the Other Expenses on or before the date such Other Expenses are due, and in no event shall Tenant be entitled to a credit from Landlord with respect to the Other Expenses.

6. USE OF LAND.

6.1 Use

Throughout the Term of this Lease, the Land shall be used by Tenant for the operation of a Center and uses related to the Center. Tenant shall not use or permit the use of the Land and Improvements in any manner which (i) creates a nuisance, or (ii) violates any Law; provided that if any future Law is enacted that

requires changes to the Improvements or otherwise requires that Tenant expend an amount greater than ten thousand dollars (\$10,000) to comply with such future Law, then Tenant may terminate this Lease by written notice thereof to Landlord given in accordance with the terms of Section 17.

6.2 No Discrimination

The Tenant herein covenants by and for itself, its officers, employees, agents, administrators and assigns that there shall be no discrimination against or segregation of any person or group of persons, on account of race, religion, creed, color, national origin, ancestry, marital status, sex or sexual orientation in the leasing, subleasing, transferring, use or enjoyment of the Land and Improvements, nor shall the Tenant itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subleases, subtenants, or vendees for the Improvements.

6.3 Quality Assurance Plan

The Housing Authority and/or its agent will evaluate Tenant's performance under this Lease on not less than an annual basis. Such evaluation will include assessing Tenant's compliance with all Lease terms. Tenant deficiencies, which Housing Authority determines are severe or continuing and that may place performance of this Lease and or the Center in jeopardy, if not corrected, will be reported to the Housing Commission. The report will include improvement/corrective action measures taken by Housing Authority and Tenant. If improvement does not occur consistent with the corrective measure, Housing Authority may terminate this Lease, pursuant to Paragraph 15, or impose other remedies as specified in this Lease.

7. IMPROVEMENTS.

7.1 Future Development

Prior to delivery of the Land to the Tenant pursuant to this Lease, both Parties, in good faith agree to further negotiate the terms and conditions of a Community Development Block Grant Program Reimbursement Agreement that is subject to the Board of Commissioners' approval.

7.2 Ownership and Removal of Improvements.

Ownership of the Improvements shall be subject to the terms of the contract between the Tenant and the State DOE. Tenant shall have the right to remove the Improvements, subject to the approval of the Housing Authority, in its reasonable discretion.

8. MAINTENANCE AND REPAIRS

Tenant shall maintain the Land, landscaping, Improvements, equipment, and all other components of the Center in good repair and order and in decent, safe, and sanitary condition at all times in order to ensure the preservation of their condition. To this end, Tenant shall perform any repairs or replacements of the aforementioned as may be necessary.

9. UTILITIES AND SERVICES.

Tenant is responsible for and shall pay for all water, sewage, gas, electricity, telephone, maintenance, janitorial, trash collection and all other utilities and services supplied to the Land and Improvements.

10. ALTERATIONS.

10.1 Alterations Subsequent to Issuance of Certificate of Occupancy.

Tenant shall have the right, throughout the Term of this Lease, at any time and from time to time, to make, without the review or approval of Landlord, any Alterations costing less than ten thousand dollars

(\$10,000.00). Any Alterations costing ten thousand dollars (\$10,000) or more shall require the prior written approval of the Landlord; provided, however, that such approval by Landlord shall not be; unreasonably withheld, conditioned, or delayed. All Alterations shall be made pursuant to the terms of this Section 10. Tenant is responsible for obtaining all proper permits, licenses and approvals for said Alterations to Land.

10.2 Conditions to Alterations.

Notwithstanding the Provisions of Section 10.1, with respect to any such Alterations, Tenant shall comply with the following requirements:

(a) If the Alterations require a building permit, on or before submission of (i) preliminary construction plans and specifications therefore and/or (ii) final working plans and specifications, to the appropriate governmental agencies for review, Tenant shall submit one set of such documents to Landlord for Landlord's review and approval, which approval shall not be unreasonably withheld, conditioned or delayed by Landlord.

(b) If the cost of the Alterations exceeds ten thousand dollars (\$10,000), Tenant shall deliver to Landlord insurance certificates for any insurance pertaining to the construction which is required pursuant to Section 11 hereof.

(c) Once construction of the Alterations commences, Tenant shall with reasonable diligence prosecute such construction to completion.

11. INDEMNIFICATION AND INSURANCE

Tenant shall indemnify, defend and hold harmless the Housing Authority, the Community Development Commission of the County of Los Angeles (the "Commission"), the County of Los Angeles ("County"), and their elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Tenant's acts and/or omissions arising from and/or relating to this Lease and operation of the Center.

Tenant shall procure and maintain at Tenant's expense for the duration of this Lease the following insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the work by the Tenant, its agents, representatives, employees, contractors or subcontractors.

A. GENERAL LIABILITY INSURANCE (written on ISO policy form CG 00 01 or its equivalent) with limits of not less then the following:

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

The Housing Authority, the Commission, the County, and their officials and employees, shall be covered as additional insureds with respect to: liability arising out of activities performed by or on behalf of the Tenant; products and completed operations of the Tenant; and premises owned, leased or used by the Tenant.

B. AUTOMOBILE LIABILITY INSURANCE (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each incident. Such insurance shall include coverage of all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

C. WORKERS' COMPENSATION and EMPLOYER'S LIABILITY insurance providing

worker's compensation benefits, as required by the Labor Code of the State of California.

In all cases, the above insurance also shall include Employer's Liability coverage with limits of not less than the following:

Each Accident	\$1,000,000
Disease-policy limit	\$1,000,000
Disease-each employee	\$1,000,000

D. PROFESSIONAL LIABILITY INSURANCE: If applicable, in an amount of not less than \$1,000,000 aggregate combined single limit, unless requirement has been waived in writing. This extends coverage claim arising from negligent professional activities such as medical treatments, psychiatric or financial counseling, etc. These exposures are excluded under the general liability form. In cases where the activities or financial for the appropriate Operating Agency present no meaningful professional exposure, the Commission's Risk Management Department may waive compliance with this contract provision upon written request.

Any self-insurance program and self-insured retention must be separately approved by the Commission's Risk Management Department.

Each insurance policy shall be endorsed to state that coverage shall not be cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the Landlord.

Acceptable insurance coverage shall be placed with carriers admitted to write insurance in California or carriers with a rating of or equivalent to A: VIII by A.M. Best & Company. Any deviation from this rule shall require specific approval in writing by the Commission's Risk Management Department.

All coverage for contractors and subcontractors shall be subject to the requirements stated herein and shall be maintained at no expense to the Landlord. Tenant shall furnish the Commission's Risk Management Department with certificates of insurance and with original endorsements affecting coverage as required above. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Failure on the part of the Tenant to procure or maintain insurance required by this Lease shall constitute a material breach of this Lease upon which the Landlord may immediately terminate this Lease.

12. DAMAGE OR DESTRUCTION.

12.1 Duty to Restore.

If any insured Damage or Destruction to the Improvements renders the Improvements partially or totally untreatable, this Lease shall not terminate and said Improvements shall be rebuilt by Tenant with due diligence at Tenant's expense; provided, however that Tenant shall not be obligated to rebuild the Improvements if the insurance proceeds received by Tenant for such Damage or Destruction to the Improvements is less than one hundred percent (100%) of the cost to restore such Improvements. Notwithstanding the foregoing, this Lease shall be subject to termination as provided in Section 12.2 below.

12.2 Election to Terminate.

If there shall occur any Damage or Destruction to the Improvements at any time during the Term for which the insurance proceeds received by Tenant is less than one hundred percent (100%), exclusive of deductibles, of the cost to restore such Improvements (or if such Damage or Destruction is uninsured), then either Landlord or Tenant may terminate this Lease by written notice thereof to the other Party given in accordance with the terms of Section 17. If this Lease is not terminated, then Tenant shall rebuild said Improvements with due diligence within a reasonable time after Tenant's receipt of such insurance proceeds

as approved by Landlord. If this Lease is terminated as aforesaid, (1) this Lease shall terminate effective as of the date of such Damage or Destruction, and (2) any Rent paid by Tenant for the period after such termination date shall be immediately refunded by Landlord.

13. CONDEMNATION.

13.1 Definitions.

(a) "Award" means all compensation, sums, or anything of value awarded, paid, or received on a total or partial Condemnation.

(b) "Condemnation" means (1) the exercise of any governmental power, whether by legal proceedings or otherwise, by a Condemner and (2) a voluntary sale or transfer by Landlord or Tenant to any Condemner, either under threat of Condemnation or while legal proceedings for Condemnation are pending.

(c) "Condemnor" means any public or quasi- public authority, or private corporation or individual, having the power of Condemnation.

(d) "Date of Taking" means that date which is the earlier of (i) the date Condemnor has the right to take possession of the property being condemned, or (ii) the date Condemnor takes title to the property being condemned.

13.2 Rights and Obligations.

If during the Term there is any taking of all or any part of the Land, the Improvements or any interest in this Lease by Condemnation, the rights and obligations of the Parties shall be determined pursuant to this Section 13. Each Party waives the provisions of Code of Civil Procedure Section 1265.130 allowing either Party to petition the Superior Court to Terminate this Lease in the event of a partial taking of the Land.

13.3 Total Taking.

(a) If all or substantially all of the Land, the Improvements, or Landlord or Tenant's interest in this Lease shall be taken by Condemnation, this Lease shall terminate as of the Date of Taking. For purposes of this Section, "substantially all" of the Land, Improvements, or Landlord or Tenant's interest in this Lease shall be deemed to have been taken if the Condemnation in Tenant's reasonable discretion prevents the remaining property from practicably being used by Tenant for the purposes contemplated by this Lease ("Total Taking").

(b) In the event of a Total Taking, Tenant shall be entitled to that portion of the Award attributable to the fair market value of the Improvements, plus compensation for fixtures and equipment and goodwill and relocation benefits and Landlord shall be entitled to receive the balance of any Award.

13.4 Partial Taking.

(a) In the event of a taking, which is less than a Total Taking ("Partial Taking"), the Term of this Lease shall not be reduced or affected in any way.

(b) In the event of a Partial Taking:

(1) Subject to the rights of Tenant's Lender(s), if any, that portion of the Award as may be require to reasonably repair and restore any Improvements on the Land shall be made payable to the Tenant for the cost of repair, restoration or reconstruction of the damaged or destroyed Improvements. If and to the extent that the Improvements cannot, in Landlord's reasonable judgment, be so repaired and restored, Tenant shall be entitled to a portion of the Award as required to reasonably compensate Tenant for the fair market value of Tenant's interest in this Lease taken by Condemnor and the fair market value of the Improvements which cannot be repaired or restored.

(2) Landlord shall be entitled to receive the balance of the Award.

(c) If the temporary use or occupancy of all or any part of the Improvements shall be taken for any public or quasi-public use for a period exceeding thirty (30) days during the Term of this Lease, Tenant shall have the option to Terminate this Lease upon thirty (30) days notice to Landlord, subject to the rights of Tenant's Lenders, if any. If Tenant does not exercise this option to Terminate the Lease, Tenant shall continue to pay in full the Rent and other sums due from Tenant to Landlord under this Lease, and Tenant shall have the right to receive so much of any Award or other consideration for such taking as represents compensation for the use and occupancy of the Land and Improvements up to and including the date of Expiration of the Term of this Lease or the date of Termination of the temporary taking as reasonably determined by Landlord, whichever is earlier, and Landlord shall be entitled to receive the balance, if any, of the Award.

13.5 Condemnation Proceedings.

Tenant shall have the right to participate in any Condemnation proceedings concerning or affecting the Land, the Improvements, Landlord's interest in this Lease and Tenant's interest in this Lease. In case of a taking of all or any part of the Land or the commencement of any proceedings or negotiations which might result in such taking, any Party receiving information as to the same shall promptly give written notice thereof to the other.

14. ASSIGNMENT, SUBLETTING AND ENCUMBERING.

14.1 Assignment and Subletting.

(a) Tenant may not assign, sublet, transfer all or any of its interest in this Lease or alter the use of the Land without the prior written consent of Landlord at Landlord's sole discretion, which consent shall not be unreasonably withheld. In the event Landlord grants its consent to an assignment or transfer, Tenant shall be jointly responsible with sublessee for the obligations for the performance of all of the terms and conditions of this Lease, including the payment of Rent, upon the date of such assignment or transfer.

(b) No assignment or transfer of this Lease by the Landlord shall be binding on the Tenant unless the assignee or transferee shall assume and agree to be bound by the terms of this Lease and until notice of assignment or transfer together with an executed copy of such transfer instrument or assignment is received by Tenant.

14.2 Encumbrance or Assignment as Security.

Tenant shall not have the right to encumber or assign its interest in this Lease, in favor of any Lender, including, without limitation, banks, savings and loans, and insurance' companies without the prior written consent of Landlord, and at the Landlord's sole discretion.

15. DEFAULTS AND TERMINATION.

15.1 Termination for Cause:

This Lease may be terminated by the Housing Authority upon written notice to the Tenant for just cause for

Tenant's failure to operate as Child Care Center with no penalties incurred by the Housing Authority upon termination or upon the occurrence of any of the following events in a, b, c or d:

(a) Should the Tenant fail to maintain licenses as required by the State of California, Department of Social Services (CDSS) Community Care Licensing Division to provide Child Care services. Failure to comply with California Code of Regulations Title 22 shall constitute a default under the terms of this Lease, upon which the Executive Director of the Housing Authority shall have the power to suspend or terminate this Lease.

(b) In the event that a petition of bankruptcy shall be filed by or against the Tenant.

(c) Failure by the Tenant to secure or maintain funding from the State DOE to provide Child Care

Services.

(d) If, through any cause, the Tenant shall fail to fulfill, in a timely and proper manner, the obligations under this Lease, or if the Tenant shall violate any of the covenants, Leases, or stipulations of this Lease, the Housing Authority shall thereupon have the right to terminate this Lease by giving written notice to the Tenant of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Tenant under this Lease shall, at the option of the Housing Authority become its property and the Tenant shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

15.2 Defaults.

Each of the following shall, after the giving of any required notice and the expiration of any applicable cure period described herein, constitute a default ("Default") by Tenant under this Lease:

(a) If, after written notice, Tenant shall fail to pay any installment of Rent or other sum due under this Lease when due and payable, and such failure continues for a period of more than ninety (90) days;

(b) If Tenant shall fail to perform any non-monetary obligation, provision, term, covenant or condition of this Lease, and such failure continues for more than ninety (90) days after written notice from the Landlord. However, if the Default is of such a character that it cannot be reasonably cured within ninety (90) days, Tenant shall not be in Default hereunder if Tenant shall commence the cure of such Default within ninety (90) days of Landlord's written notice to Tenant and shall thereafter diligently prosecute the same to completion;

(c) If, after operation of the Center has commenced, the Land or its Improvements is not used for its intended Child Care purposes for a period up to ninety (90) days, Landlord shall have the right to terminate this Lease. However, in the event of Damage or Destruction or Condemnation to or of the Improvements, in which event the terms and provisions of Paragraph 12 and Paragraph 13 shall govern

(d) If a receiver, guardian, conservator, trustee or assignee, or any other or similar officer or Person shall be appointed to take charge of the Land or Improvements, and such appointment is not vacated within ninety (90) days thereafter;

(e) The material falsity of any representation or breach of any warranty or covenant made by Landlord or Tenant under the terms of this Lease shall constitute a default for which no cure is provided, provided that the non-defaulting party gives notice to the defaulting party of such material falsity within twelve (12) months following the Lease Date.

(f) Tenant shall (a) apply for or consent to the appointment of a receiver, trustee, liquidator or custodian or the like of its property, (b) make a general assignment for the benefit of creditors, (c) be adjudicated a bankrupt or insolvent, or (d) commence a voluntary case under the Federal bankruptcy laws of the United States of America or file a voluntary petition that is not withdrawn within ninety (90) days of the filing thereof or answer seeking an arrangement with creditors or an order for relief or seeking to take advantage of any insolvency law or file an answer admitting the material allegations of a petition filed against it in any bankruptcy or insolvency proceeding;

(g) If without the application, approval or consent of Tenant, a proceeding shall be instituted in any court of competent jurisdiction under any law relating to bankruptcy, in respect of Tenant or any constituent member or partner or majority shareholder, of Tenant for an order for relief or an adjudication in bankruptcy, a composition or arrangement with creditors, a readjustment of debts, the appointment of a trustee, receiver, liquidator or custodian or the like, or other like relief in respect thereof under any bankruptcy or insolvency law, and, if such proceeding is being contested by Tenant, in good faith, the same shall (a) result in the entry of an order for relief or any such adjudication or appointment, or (b) continue undismissed, or pending and unstayed, for any period of ninety (90) consecutive days;

(h) Following the Center being made available for public use, voluntary cessation of the operation of the Center for a continuous period of more than ninety (90) days except in the event of Damage or Destruction or Condemnation to or of the Improvements in which event the terms and provisions of Paragraph 12 and Paragraph 13 shall govern; or

(i) Tenant shall suffer or attempt to effect an assignment or transfer of this Lease in violation of Paragraph 14 above.

15.3 Termination for Uncured Default.

Upon occurrence of any Default by Tenant, Landlord may at its option and without any further demand or notice, do any of the following:

Give written notice of Termination of this Lease to Tenant, and on the date specified in such notice, Tenant's right to possession of the Land and Improvements shall cease immediately and this Lease shall terminate. Upon such Termination, Landlord may reenter the Land, and subject to the rights of subtenants, Landlord may eject all parties in possession of the Land through legal process and repossess and enjoy the Land.

15.4 Cumulative Nature of Remedies.

The foregoing rights and remedies granted to Landlord under Section 15.2 shall be cumulative to the all other rights and remedies now or hereafter given to Landlord by Law or in equity or by the Terms of this Lease. No remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other available remedy or remedies and shall be in addition to every other remedy given under this Lease or now existing at law or in equity or by statute; and may be exercised in such manner, at such times and in such order as Landlord may determine in its sole discretion. No delay or omission in the exercise of any right or power upon the occurrence of any Default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient by Landlord. In the event of a Default by Landlord or Tenant, neither party shall be entitled to recover consequential damages from the other. In order to entitle Landlord to exercise any right or remedy reserved to it under this Lease, no notice shall be required except as expressly provided herein.

15.5 Landlord's Right to Cure Breach.

If an emergency threatens life or material damage to Land, at any time and without notice to Tenant or any other party, Landlord may (but shall not be obligated to) cure any default by Tenant under this Lease at Tenant's sole cost. If Landlord, by reason of Tenant's failure, pays any sum or does any act under this Paragraph 14, the reasonable sum paid by Landlord plus the reasonable cost of performing such act shall be due as additional Rent within thirty (30) days after written demand therefore by Landlord to Tenant. Except as specifically provided under the terms of this Lease, no such payment or act shall constitute a cure or waiver of the breach or a waiver of any remedy for Default or render Landlord liable for any loss or damage resulting from any such act.

15.6 Landlord's Default

Landlord shall be in Default under this Lease if, after the giving of any required notice and the expiration of any applicable cure period described herein, Landlord fails to perform any obligation required to be performed by it hereunder, provided however that Landlord shall be entitled to cure such default if Landlord performs such obligation within thirty (30) days after written notice by Tenant to Landlord specifying wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for its performance, then Landlord shall not be in Default if Landlord shall commence such performance within such thirty (30) day period and thereafter diligently and in good faith prosecute the cure to completion.

16. SURRENDER: ENTRY.

16.1 Surrender.

(a) Surrender Upon Expiration or Earlier Termination.

Subject to the provisions of this Lease, upon the Expiration or sooner Termination of this Lease, Tenant shall surrender the Land to Landlord. Ownership of the Improvements shall be subject to the terms of the contract between the Tenant and the State DOE. Tenant shall have the right to remove the furniture, personal property, furnishings and equipment from the Land prior to the date of Termination or within thirty (30) days after the date of Termination provided they repair any damage to the Land caused by said removal. Items not removed on or before thirty (30) days after the date of Termination shall be the sole property of Landlord.

(b) Voluntary Surrender.

Tenant may surrender the Land and to Landlord upon sixty (60) days prior written notice at any time during the Term of this Lease with the written consent of the Executive Director of the Landlord. Ownership of the Improvements shall be subject to the terms of the contract between the Tenant and the State. In such event, Tenant shall be relieved of any and all obligations arising on or subsequent to the date the Lease is so surrendered to Landlord, provided, however that Tenant shall remain obligated on all obligations that arise prior to the date of such surrender.

(c) Ownership of the Improvements.

Ownership of the Improvements shall be subject to the terms of the contract between the Tenant and the State. Improvements on the Land and any personal property not removed from the Land after termination or surrender shall be the sole and absolute property of Landlord, who may transfer, sell, assign or remove the same.

16.2 Landlord's Entry on Land.

Landlord shall have the right to enter the Land during normal business hours upon forty-eight (48) hours prior notice to Tenant for any of the following purposes:

(a) To determine whether the Land is in good condition and whether Tenant is complying with its obligations under this Lease.

Landlord shall not be liable in any manner for any inconvenience, annoyance, disturbance, loss of business, nuisance, or other damage arising out of Landlord's entry on the Land as provided in this Section 16.2, except damage resulting from the negligent acts or negligent omissions of Landlord.

Tenant shall not be entitled to an abatement or reduction of Rent if Landlord exercises any rights reserved in this Section 16.2.

17. NOTICES.

All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments or designations under this Lease made or given by either Party to the other shall be personally delivered or sent by reputable overnight courier or United States certified mail, return receipt requested, postage prepaid, and shall be deemed received upon delivery if personally served, one (1) day after deposit with an overnight courier, or three (3) days after deposit in the United States mail, if sent certified mail, return receipt requested, postage prepaid. Such notices shall be addressed as follows:

If to Landlord: Carlos Jackson, Executive Director
Housing Authority of the
County of Los Angeles
2 Coral Circle

Monterey Park, CA 91755

and

Maria Badrakhan, Director
Housing Authority of the County of Los Angeles
2 Coral Circle
Monterey Park, CA 91755

If to Tenant: Lisa Wilkin, Executive Director
Child Development Consortium of Los Angeles, Inc.
4909 E. Cesar Chavez Ave.
Los Angeles, CA 90022

or to such other place or places as Landlord and Tenant may designate by written notice similarly delivered.

18. QUIET POSSESSION.

Tenant shall and may peaceably and quietly have, hold and enjoy the Land during the Term hereof, as the same may be extended, without hindrance by Landlord, subject to all of the provisions of this Lease.

19. GENERAL PROVISIONS.

19.1 Waiver.

The waiver by Landlord or Tenant of any breach by the other Party of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition herein contained. The subsequent acceptance of Rent hereunder by the Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant, or condition of this lease, other than the failure to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent.

19.2 Estoppel Certificates.

At any time and from time to time, within twenty (20) days after notice of request by either Party, the Party so requested shall execute, acknowledge, and deliver to the requesting Party, or to such other recipient as the notice shall direct, a statement certifying that this Lease is unmodified and in full force and effect, or, if there have been modifications, that it is in full force and effect as modified in the manner specified in the statement and acknowledging that there are no uncured Defaults or failures to perform any covenant or Provision of this lease on the part of the other Party hereto or specifying any such Defaults or failures which are claimed to exist. The statement shall also state the dates to which the Rent and any other charges have been paid in advance. The statement shall be such that it can be relied on by any lender, auditor, creditor, banker, and investment banker of either Party and by any prospective purchaser or mortgage of the land or all or any part or parts of Tenant's or Landlord's interests under this Lease.

19.3 Entire Agreement; Modification.

This Lease contains the entire agreement between the Parties. No verbal agreement or implied covenant unless included in such a contemporaneous agreement shall be held to vary the Provisions hereof, any statements, laws or custom to the contrary notwithstanding. No promise, representation, warranty, or covenant not included in this Lease has been or is relied on by either Party. Each Party has relied on its own inspection of the Land and examination of this lease, the counsel of its own advisors, and the warranties, representations, and covenants in this Lease. The failure or refusal of either Party to inspect the Land, to read this Lease or other documents, or to obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention, or claim that might have been based on such reading, inspection, or advice.

No Provision of this Lease may be amended or varied except by an agreement in writing signed by the Parties.

19.4 Recording.

At Tenant's request, Landlord and Tenant shall enter into a short form memorandum of this Lease, in suitable form for recording, which shall be prepared at Tenant's sole expense upon commencement of the Term.

19.5 Governing Law.

The Lease shall be governed by and interpreted under the laws of the State of California.

19.6 Successors.

The covenants, conditions and agreements of this Lease shall be binding upon and shall inure to the benefit of the heirs, representatives, successors and assigns of the Parties hereto.

19.7 Severability.

If the Provisions of this Lease shall for any reason be held to be invalid, illegal or unenforceable by any court of competent jurisdiction, the validity of the other Provisions of this Lease shall in no way be affected thereby, and this Lease shall be construed as though such invalid, illegal or unenforceable Provisions had never been contained herein, provided that such construction does not materially alter the rights or obligations of either Party hereunder.

19.8 Singular and Plural: Gender.

Whenever the singular number is used in this Lease and the context requires, the same shall include the plural. Further, when used in this Lease and the context requires, the neuter gender shall include the feminine and masculine, the masculine shall include the feminine and neuter, the feminine shall include the masculine and neuter, and each shall include any reference to a corporation, partnership, trust, or other legal entity.

19.9 Termination for Improper Consideration.

The Landlord may, by written notice to Tenant, immediately terminate the right of Tenant to proceed under this Lease if it is found that consideration, in any form, was offered or given by Tenant, either directly or through an intermediary, to any Landlord officer, employee or agent with the intent of securing the Lease or securing favorable treatment with respect to the award, amendment or extension of the Lease or the making of any determinations with respect to the Tenant's performance pursuant to the Lease. In the event of such termination, Landlord shall be entitled to pursue the same remedies against the Tenant as it could pursue in the event of default by the Tenant.

Tenant shall immediately report any attempt by a Landlord officer or employee to solicit such improper consideration. The report shall be made to the Landlord's manager charged with the supervision of the officer or employee or the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0491 or (800) 544-6861.

19.10 Time

Time is of the essence of this Lease. To the extent any approvals are required of Landlord under this Agreement, such approvals or disapprovals shall be given within twenty (20) days of receipt by Landlord of a request by Tenant for an approval of Landlord, unless the time frame for said approval is specified in this Lease.

19.11 Captions.

The captions of the sections of this Lease are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

19.12 Brokers.

Each Party warrants to and for the benefit of the other that it has had no dealings with any real estate broker or other agent (attorneys excepted) in connection with the negotiation or making of this Lease.

19.13 Force Majeure.

Except as provided below, any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, extraordinary governmental restrictions, regulations or controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the control of the Party obligated to perform any term, covenant or condition of this Lease, shall excuse the performance by such Party for a period equal to any such prevention, delay or stoppage, except the obligations imposed with regard to Rent or Landlord's financial obligations pursuant to this Lease, unless abatement is provided for in those instances under this Lease.

Either Party encountering such force majeure delays shall send written notice thereof to the other Party no later than ten (10) days after the commencement of such force majeure delay. If the Party encountering such force majeure delay fails to send notice thereof to the other Party within ten (10) days after the commencement of such delay, then any alleged delay occurring more than ten (10) days prior to the date of such notice shall not be deemed to extend any time for performance set forth herein.

19.14 Conflict of Documents.

To the extent of any inconsistency between this Lease and any other related agreements entered into prior to the Lease Date, the terms of this Lease shall prevail. Any other contractual agreements relating to the Improvements shall be subject to the terms of a separate contract between the Tenant and the State for the term of that agreement.

19.15 Compliance with Laws.

Tenant and Landlord agree to be bound by applicable federal, state, and local laws, regulations and directives as they pertain to the performance of this Lease, including, but not limited to the following:

19.16 Federal Lobbyists Requirements

Tenant is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and Housing & Urban Development's 24 Code of Federal Regulations (CFR) 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of any agency, a Member of Congress an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification of said documents.

19.17 Conflict of Interest.

Tenant represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the Term of this Lease, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one percent (1 %) or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract or arrangement with the Commission, County, or the Housing Authority. Upon execution of this Lease and during its Term, as appropriate, the Tenant shall disclose in writing to the Housing Authority any other contract or employment during the Term of this Lease by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between

the Housing Authority's interest and the interest of the third parties.

19.18 Access and Retention of Records.

Tenant shall retain books, documents, papers and records of the Tenant, which are directly pertinent to the Lease for a period of five (5) years after the Lease expires.

19.19 Safety Standards and Accident Prevention.

Tenant shall comply with all applicable federal, state and local laws governing safety, health and sanitation. Tenant shall provide all safeguards, safety devices and protective equipment and take any other needed actions, as its own responsibility, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of this Lease.

19.20 Drug-Free Workplace Act of the State of California.

Tenant certifies under penalty of perjury under the laws of the State of California that the Tenant will comply with the requirements of the Drug-Free Workplace Act of 1990.

19.21 Tenant's Acknowledgement of Housing Authority's Commitment to the Safely Surrendered Baby Law.

The Tenant acknowledges that the Housing Authority places a high priority on the implementation of the Safely Surrendered Baby Law. The Tenant understands that it the Housing Authority's policy to encourage all Housing Authority Contractors, which shall include Tenant, to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Child Care Center. Tenant will also encourage its subcontractors, if any, to post this poster, in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply Tenant with the poster to be used.

19.22 Notice to Employees Regarding the Safely Surrendered Baby Law.

Tenant shall notify and provide to its employees, and shall require each Contractor and subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit D, County Contractor Notification to Contract Employees Regarding the Newborn Abandonment Law (SB 1368, the Safely Surrendered Baby Law) and is also available on the Internet at www.babysafela.org for printing purposes.

19.23 Tenant's Warranty of Adherence to Housing Authority's Child Support Compliance Program

Tenant acknowledges that the Housing Authority has established a goal of ensuring that all individuals who benefit financially from the Housing Authority through a contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the taxpayers of the County.

As required by Housing Authority's Child Support Compliance Program and without limiting Tenant's duty under this Lease to comply with all applicable provisions of law, Tenant warrants that it is now in compliance and shall, during the term of this Lease, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or CSSD Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

19.24 Termination for Breach of Warranty to Comply with Housing Authority's Compliance Program

Failure of Tenant to maintain compliance with the requirements set forth in Section 19.22, "*Tenant's Warranty of Adherence to Housing Authority Child Support Compliance Program*" shall constitute default under this Lease. Without limiting the rights and remedies available to Housing Authority under any other provision of this Lease, failure of Tenant to cure such default within ninety (90) calendar days of written notice shall be grounds upon which Landlord may terminate this Lease pursuant to Paragraph 15.

19.25 Post Most Wanted Delinquent Parents List

Tenant acknowledges that the County and the Housing Authority place a high priority on the enforcement of child support laws and the apprehension of child support evaders. Tenant understands that it is County's and Housing Authority's policy to strongly encourage all Tenants to voluntarily post an entitled "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Tenant's place of business. The Child Support Services Department (CSSD) will supply Tenant with the poster to be used.

19.26 Compliance with Jury Service Program

(a) Unless Tenant has demonstrated to the Housing Authority's satisfaction either that Tenant is not a "Tenant" as defined under the Jury Service Program ("Program") or that Tenant qualifies for an exception to the Jury Service Program Tenant shall have and adhere to a written policy that provides that its Employees shall receive from the Tenant, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Tenant or that the Tenant deduct from the employee's regular pay the fees received for jury service.

(b) For purposes of this Section, "Tenant" means a person, partnership, corporation or other entity which has a contract with the Housing Authority or a subcontract with a Housing Authority contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one (1) or more Housing Authority contracts or subcontracts. "Employee" means any California resident who is a full time employee of Tenant. "Full time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the Housing Authority, or 2) Tenant has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Program. If Tenant uses any subcontractor to perform services for the Housing Authority under the Lease, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Program shall be attached to the agreement.

(c) If Tenant is not required to comply with the Program when the Lease commences, Tenant shall have a continuing obligation to review the applicability of its "exception status" from the Program, and Tenant shall immediately notify Housing Authority if Tenant at any time either comes within the Program's definition of "Tenant" or if Tenant no longer qualifies for an exception to the Program. In either event, Tenant shall immediately implement a written policy consistent with the Program. The Housing Authority may also require, at any time during the Lease and at its sole discretion, that Tenant demonstrate to the Housing Authority's satisfaction that Tenant either continues to remain outside of the Program's definition of "Tenant" and/or that Tenant continues to qualify for an exception to the Program.

(d) Tenant's violation of this Section of the Lease may constitute a material breach of the Lease. In the event of such material breach, Housing Authority may, in its sole discretion, terminate the Lease and/or bar Tenant from the award of future Housing Authority contracts for a period of time consistent with the seriousness of the breach.

19.27 Tenant's Responsibility and Debarment

(a) A responsible Tenant demonstrates the attribute of trustworthiness, as well as quality, fitness,

capacity and experience to satisfactorily perform the contract. It is the policy of the Housing Authority to conduct business only with responsible contractors.

(b) Tenant is hereby notified that, the Housing Authority acquires information concerning the performance of the Tenant on this or other contracts which indicates that the Tenant is not responsible, the Housing Authority may, in addition to other remedies provided in the contract, debar the Tenant from bidding on Housing Authority contracts for a specified period of time not to exceed five (5) years, and terminate any or all existing contracts the Tenant may have with the Housing Authority.

(c) The Housing Authority may debar a Tenant if the Commission's Board of Commissioners (the "Board of Commissioners") finds, in its discretion, that the Tenant has done any of the following: (1) violated any term of a contract with the County, the Commission or the Housing Authority, (2) committed any act or omission which negatively reflects on the Tenant's quality, fitness or capacity to perform a contract with the County, the Commission or the Housing Authority or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County, the Commission, the Housing Authority, or any other public entity.

(d) If there is evidence that Tenant may be subject to debarment, the Housing Authority will notify Tenant in writing of the evidence, which is the basis for the proposed debarment and will advise Tenant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

(e) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Tenant and/or the Tenant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether Tenant should be debarred, and, if so, the appropriate length of time of the debarment. If Tenant fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, Tenant may be deemed to have waived all rights of appeal.

(f) A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

(g) These terms shall also apply to subcontractors and/or subconsultants of Tenant.

19.28 Tenant's Charitable Contribution Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Tenants to complete the Charitable Contributions Certification as included in *Attachment C – Required Contract Forms*, the Housing Authority seeks to ensure that all Commission or Housing Authority contractors that receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Tenant that receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings, or both.

19.29 Interpretation.

No provision of this Lease is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Lease is to be constructed as if it was drafted by each of the parties hereto.

19.30 Waiver.

No breach of any provision hereof can be waived unless in writing. Waiver of anyone breach of any provision shall be deemed to be a waiver of any breach of the same or any other provision hereof.

SIGNATURES

IN WITNESS WHEREOF, the Tenant and the Housing Authority have executed this Lease through their duly authorized officers this _____ day of _____, 2007.

HOUSING AUTHORITY OF THE
COUNTY OF LOS ANGELES

CHILD DEVELOPMENT CONSORTIUM OF
LOS ANGELES

By _____
Carlos Jackson
Executive Director

By _____
Lisa Wilkin
Executive Director

APPROVED AS TO FORM:

Raymond G. Fortner, Jr.

County Counsel

By _____
Deputy

APPROVED AS TO PROGRAM:

HOUSING AUTHORITY
OF THE COUNTY OF LOS ANGELES

By _____
Maria Badrakhan,
Director

EXHIBIT A
LEGAL DESCRIPTION

Tax Year: 2005-2006	Assessor's Parcel 6076-005-900	Payments as of: 03/17/2006
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Described As: WOODCREST TR EX OF ST LOTS 145 AND 146		
Address: 10911 S VERMONT AVE LOS ANGELES CA 90044		
City: LOS ANGELES CNTY-80		
Billing Address: 500 W TEMPLE ST RM 754 LOS ANGELES CA 90012		
Assessed Owner(s): L A CO COMMUNITY DEV COMMISSION		

Tax Rate Area: 0001220	Value	Conveyance Date: 12/24/1991
Use Code: 8835	Land: 88,110.00	Conveying Instrument:
School service center	Improvements:	Date Transfer Acquired:
Region Code: 25	Personal Property:	Vesting:
Zoning Code: LCC3YY	Fixtures:	Year Built: 1997
Taxability Code:	Inventory:	Year Last Modified: 1997
	Exemptions	
Tax Rate:	Homeowner:	Square Footage
	Inventory:	Land:
Bill #:	Personal Property:	Improvements: 4,815
Issue Date:	Religious:	Tax Defaulted:
	All Other:	
	Net Taxable Value: 88,110.00	Total Tax: 0.00

Installment Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	0.00	0.00	**NO TAXES DUE**		
2nd	0.00	0.00	**NO TAXES DUE**		

Underlying Parcels: 6076-005-023

*** END OF REPORT ***

Tax Year: 2005-2006	Assessor's Parcel 6076-005-901	Payments as of: 03/17/2006
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Described As:	WOODCREST TR EX OF ST LOTS 147 AND 148 ST LOTS 147 AND 148
Address:	10929 S VERMONT AVE LOS ANGELES CA 90044
City:	LOS ANGELES CNTY-80
Billing Address:	500 W TEMPLE ST RM 754 LOS ANGELES CA 90012
Assessed Owner(s):	L A CO COMMUNITY DEV COMMISSION

Tax Rate Area:	0001220	Value	Conveyance Date:	12/24/1991
Use Code:	0900	Land:	Conveying Instrument:	
Mobile home park		126,735.00	Date Transfer Acquired:	
Region Code:	09	Improvements:	Vesting:	
Zoning Code:	LCC3YY	Personal Property:	Year Built:	
Taxability Code:		Fixtures:	Year Last Modified:	
		Inventory:		
		Exemptions		
Tax Rate:		Homeowner:	Square Footage	
		Inventory:	Land:	
Bill #:		Personal Property:	Improvements:	
Issue Date:		Religious:	Tax Defaulted:	
		All Other:		
		Net Taxable Value:	126,735.00	Total Tax:
				0.00

Installment Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	0.00	0.00	**NO TAXES DUE**		
2nd	0.00	0.00	**NO TAXES DUE**		

Underlying Parcels:	6076-005-018
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*** END OF REPORT ***

REVISIONS
4-28-80
11-10-80

SCALE IN 1/10 OF AN INCH

COMPLY WITH LOCAL SUPPLEMENT OR BUILDING ORDINANCES

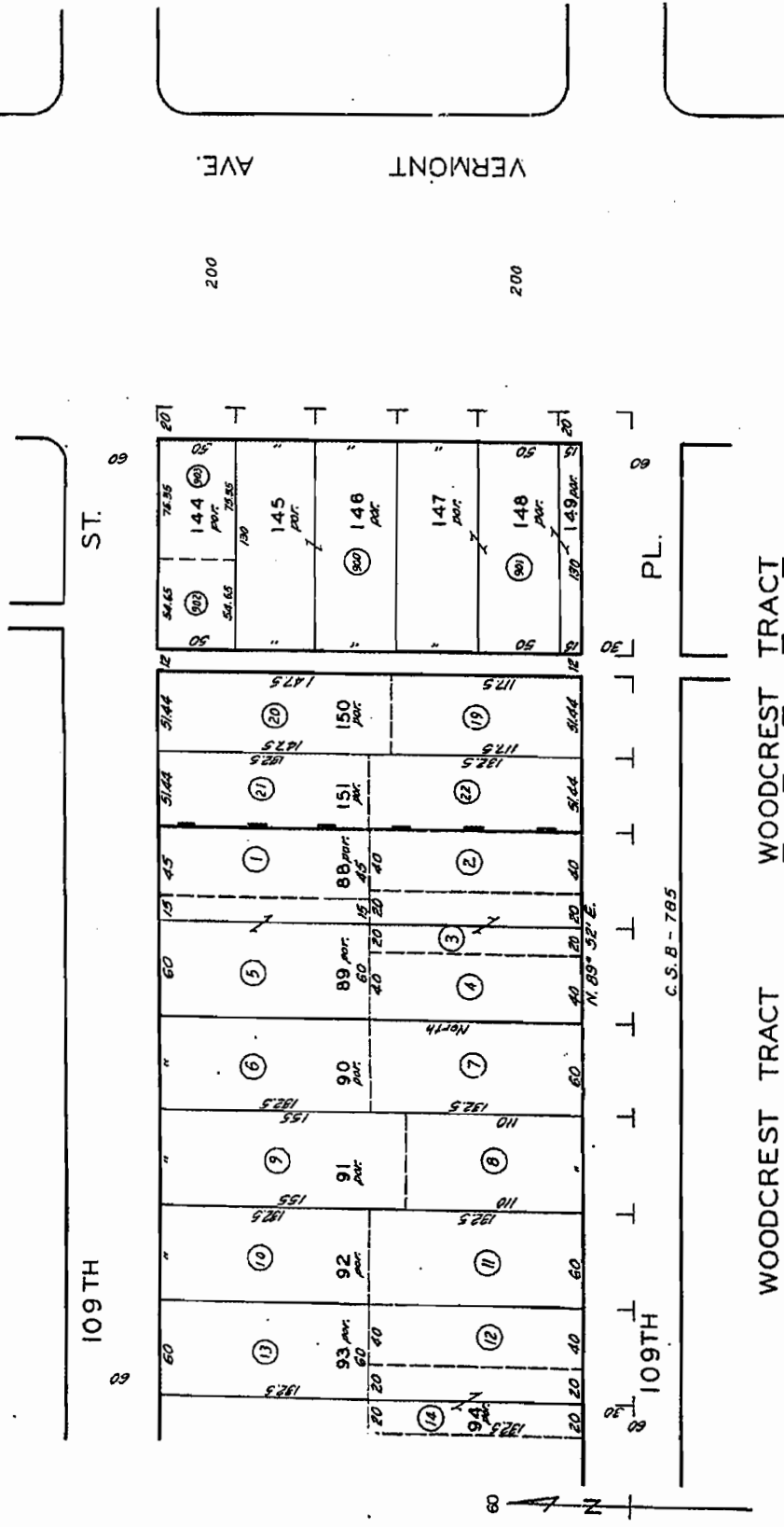
1-800-345-7334

1999

6076 5 9609

SCALE 1" = 60'

THIS MAP SHOULD BE USED FOR REFERENCE PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. PARCELS MAY NOT



WOODCREST TRACT

WOODCREST TRACT

M.B. 9-40

M.B. 10-111

CODE 1220

FOR PREV. ASSMT. SEE 6076-5

All 900 series parcels on this page are assessed to Community Development Commission of the County of Los Angeles, unless otherwise noted.

OCT 22 1998 ASSESSOR'S MAP COUNTY OF LOS ANGELES, CALIF.

Southland Title Corporation
RECORDING REQUESTED BY
Park Place Escrow

91 2015165

AND WHEN RECORDED MAIL THIS DEED AND,
UNLESS OTHERWISE SHOWN BELOW, MAIL TAX
STATEMENTS TO:

COMMUNITY DEVELOPMENT COMMISSION
2525 Corporate Place #200
Monterey Park, Ca 91754

RECORDED IN OFFICIAL RECORDS
OF LOS ANGELES COUNTY, CA
DEC 24 1991 AT 8 A.M.
Recorder's Office

(10911-29 Vermont Ave LA)

ESCROW NO. 3398

TITLE ORDER NO. 121264-10

FREE F

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Corporation Grant Deed

The undersigned grantor(s) declare(s):

Documentary transfer tax is \$

A.P.N. 6149-16-6

(xxx) computed on full value of property conveyed, or

(...) computed on full value less value of liens and encumbrances remaining at time of sale,

(xxx) Unincorporated area: (xxx) and

By this instrument dated September 19, 1991

, for a valuable consideration

S. T. WOODS CORPORATION, A CALIFORNIA CORPORATION, DBA T. S. ENTERPRISES, WHICH
ACQUIRED TITLE AS T. S. ENTERPRISES.

a corporation organized under the laws of the State of California
hereby GRANTS to

COMMUNITY DEVELOPMENT COMMISSION OF THE COUNTY OF LOS ANGELES, a public body,
corporate, and politic

the following described real property in the
County of LOS ANGELES, State of California

PARCEL 1: LOTS 145 AND 146 OF THE WOODCREST TRACT, AS PER MAP RECORDED IN BOOK 10
PAGES 111 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2: LOTS 147, 148 AND 149 OF THE WOODCREST TRACT, AS PER MAP RECORDED IN BOOK
10 PAGE 111 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT FROM SAID LOT 149, THE SOUTHERLY 30 FEET THEREOF.

In Witness Whereof, said corporation has caused its corporate name and seal to be affixed hereto and this instrument
to be executed by its President and Secretary thereunto
duly authorized.

STATE OF CALIFORNIA
COUNTY OF Orange

On November 25, 1991 before me, the
undersigned, a Notary Public in and for said State,
personally appeared Arthur Donahue

known to me to be the President, and
Arthur Donahue known to me to be

Secretary of the Corporation that
executed the within instrument, known to be the persons
who executed the within instrument on behalf of the
Corporation therein named, and acknowledged to me
that such Corporation executed the within instrument
pursuant to its by-laws or a resolution of its board of
directors.

WITNESS my hand and official seal.

S. T. WOODS CORPORATION, A
CALIFORNIA CORPORATION, DBA
T. S. ENTERPRISES

By Arthur Donahue President

By Arthur Donahue Secretary



MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY IS SHOWN, MAIL AS DIRECTED ABOVE.

NAME AS ABOVE

Name

Street Address

City & State

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in the real property conveyed by the grant deed dated Sept 19, 1991, 1991 from the (Seller) T. S. Enterprises to the Community Development Commission of the County of Los Angeles, a body corporate and politic, is hereby accepted under authority of an order of the Board of Commissioners of the County of Los Angeles adopted on October 23, 1984, and the Grantee consents to the recordation thereof by its duly authorized officer.

Dated:

12-20-91

By:

Carlos Jackson
Carlos Jackson
Executive Director

Property Address: Parcel No. 6076-005-023
10911-10929 South Vermont Avenue, Los Angeles

91 2015165

RECEIVED SEP 23 1991

EXHIBIT B
BACKGROUND AND RESOURCES
CALIFORNIA CHARITIES REGULATION

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code Section 501(c)(3), and not exempt from reporting under Government Code Section 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fundraising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A bidder/proposer on Community Development Commission of the County of Los Angeles and/or Housing Authority of the County of Los Angeles contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

RESOURCES

The following resource references are offered to assist bidders/proposers who engage in charitable contributions activities, however, each bidder/proposer is responsible to research and determine its own legal obligations and properly complete the Charitable Contributions Certification form.

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://caag.state.ca.us/>, contains much information helpful to regulated charitable organizations.

1. LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code Sections 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, Sections 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code Sections 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, Sections 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://caag.state.ca.us/charities/statutes.htm>.

1. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <http://www.canonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the Housing Authority of such organizations.

EXHIBIT C
FEDERALIST LOBBYIST REQUIREMENTS

The Tenant and/or Contractor is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR Part 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative Contract, and any extension, continuation, renewal, amendment or modification of said documents.

The Tenant and/or Contractor must certify in writing on the Federal Lobbyist Requirements Certification form that they are familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of the Tenant and/or Contractor will comply with the Lobbyist Requirements.

Failure on the part of the Tenant and/or Contractor or persons/subcontractors acting on behalf of the Tenant and/or Contractor to fully comply with the Federal Lobbyist Requirements may be subject to civil penalties.

EXHIBIT D
INFORMATION REGARDING THE NEWBORN ABANDONMENT LAW
(SB 1368, THE SAFELY SURRENDERED BABY LAW)

No shame.

No blame.

No names.

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Dori Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-300-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del Jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

**Cada recién nacido merece una
oportunidad de tener una vida saludable.
Si alguien que usted conoce está pensando
en abandonar a un recién nacido, infórmele
qué otras opciones tiene.**

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.



**HOUSING AUTHORITY
of the County of Los Angeles**

Administrative Office

2 Coral Circle • Monterey Park, CA 91755

323.890.7001 • TTY: 323.838.7449 • www.lacdc.org



Gloria Molina
Yvonne Brathwaite Burke
Zev Yaroslavsky
Don Knabe
Michael D. Antonovich
Commissioners

Carlos Jackson
Executive Director

May 23, 2007

Honorable Board of Commissioners
Housing Authority of the County of Los Angeles
2 Coral Circle
Monterey Park, CA 91755

Dear Commissioners:

**APPROVE THE CONTRACT FOR A HOUSING MANAGEMENT PROGRAMS AND
SECTION 8 SOFTWARE SYSTEM WITH YARDI SYSTEMS, INC. AND A PURCHASE
ORDER WITH DELL COMPUTERS CORPORATION
(ALL DISTRICTS)**

IT IS RECOMMENDED THAT YOUR COMMISSION:

1. Recommend that the Board of Commissioners find that the Contract with Yardi Systems, Inc., (Yardi) and the purchase order with Dell Computers Corporation (Dell) are not subject to the California Environmental Quality Act (CEQA).
2. Recommend that the Board of Commissioners approve and authorize the Executive Director to execute a Contract with Yardi in substantially final form, as attached, to purchase a software system and associated implementation services for the Conventional Public Housing and Housing Choice Voucher (Section 8) Programs at a one-time cost of \$1,117,430, using Investment Technology Funds included in the Community Development Commission's (Commission) approved Fiscal Year 2006-2007 budget, to be effective on the date of Board approval.
3. Recommend that the Board of Commissioners authorize the Executive Director to execute amendments to the Contract, following approval as to form by County Counsel, to increase the Contract by up to \$223,486, for any unforeseen costs, using the same source of funds described above.
4. Recommend that the Board of Commissioners approve and authorize the Executive Director to execute a purchase order with Dell to purchase the server equipment on which the Yardi system will run, and authorize the Executive Director to use for this purpose \$66,300 of Investment Technology Funds included in the Commission's approved Fiscal Year 2006-2007 budget, to be effective on the date of Board approval.

5. Recommend that the Board of Commissioners authorize the Executive Director to increase the purchase order with Dell, by up to \$6,630 for unforeseen costs using the same source of funds described above.
6. Recommend that the Board of Commissioners authorize the Executive Director to execute amendments in one-year increments for the Software License and Service Agreement (Service Contract), following approval as to form by County Counsel, for a maximum of nine years, at the prior year's cost plus an escalation percentage cap equal to the Consumer Price Index for that year of service, using funds to be approved through the Commission's annual budget process.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

The purpose of this action is to award a Purchase Agreement to Yardi Systems, Inc. for a new software system for the Housing Authority's Conventional Public Housing and Housing Choice Voucher (Section 8) Programs. The purchase of the new software system will allow the Housing Authority to replace the current systems used by the Housing Management and Section 8 Programs and allow staff to work more efficiently and accurately. The Investment Technology Funds that will be used for this purpose are included in the Commission's approved Fiscal Year 2006-2007 budget.

The Housing Authority has been using its current Section 8 software system since 1996 and its current public housing programs software system since 2001. These systems are critical for capturing and reporting U.S. Department of Housing and Urban Development (HUD) required program data. The use of separate systems involves redundant data entry by Housing Authority staff. The maintenance of two separate software systems has taxed technical resources. In addition, due to limited functionality, the 229 users of the current Section 8 system must use 20 separate databases in order to complete their work. As a result Housing Authority efficiency is impacted. Complex, prescribed HUD processes and reporting requirements become subject to data quality issues. The Section 8 system is based on DOS technology, and was identified by a HUD audit as outdated; the DOS-based system is also very costly. While consideration was given to upgrading the Section 8 system, such a solution would not benefit the public housing programs nor move the Housing Authority toward a single, integrated system. It was determined to be in the best interest of the Housing Authority to explore other options and ensure a competitive solicitation process was conducted.

A system selection panel consisting of Housing Authority and Commission staff determined that, compared to other housing software systems, the Yardi software system would be the most "user-friendly" system for staff as it is the easiest to navigate and the flow from screen-to-screen is seamless. Housing Authority management confirmed that Yardi would be the most cost-effective system because it would require

less staff training than other systems. The Chicago Housing Authority, which has a comparable number of both Section 8 and public housing units, uses the Yardi software system and recommended it for our purposes.

One of the most important features that the Yardi software system offers is the HUD Form 50058 (50058) based workflow. The 50058 is the primary form used by HUD to track and assess Housing Authority performance. Yardi requires staff to complete the 50058 process in order for any action to occur in the system. This automatically enforces and documents the workflow integrity, ensuring a higher level of compliance with HUD regulations. The advantage to this approach is that there are no shortcuts that can be taken without producing an official document that can be transmitted to HUD electronically.

A major benefit of the new system will be the improved efficiency of supporting one system. Under the current system, the expertise required to support two different systems is not interchangeable. Other beneficiaries will be the 229 system staff of the Section 8 program. Currently, they must navigate through 20 Microsoft Access databases and various screens to complete their work. The new Yardi software system incorporates most of these applications in its core system. This incorporation will afford staff greater opportunities to provide better, timely service to our clients.

The Yardi software system will require four new servers on which to operate. The Housing Authority's server hardware standard is Dell. Therefore, one Dell application server and three Dell web servers will be purchased.

A similar letter is being concurrently submitted to the Board of Commissioners of the Community Development Commission for its consideration on May 29, 2007.

FISCAL IMPACT/ FINANCING:

There is no impact on the County general fund. The one-time cost under the Contract will be funded with \$1,117,430 in Investment Technology Funds included in the Commission's approved Fiscal Year 2006-2007 budget. A twenty percent (20%) contingency in the amount of \$223,486 is also being set aside for unforeseen costs.

The purchase order with Dell for the acquisition of the four servers will be funded with \$66,300 in Investment Technology Funds included in the Commission's approved Fiscal Year 2006-2007 budget. A ten percent (10%) contingency in the amount of \$6,630 is also being set aside for unforeseen costs.

After the first year, the Commission may execute purchase orders for the Contract for a maximum of nine years, in one-year increments, at the prior year's cost plus an escalation percentage cap equal to the Consumer Price Index for that year of service, using funds to be approved through the Housing Authority's annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Should Yardi require additional or replacement personnel during the term of the Agreement, it will give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program and General Relief Opportunity for Work (GROW) Program who meet the minimum qualifications for the open positions. Yardi will contact the County's GAIN/GROW Division for a list of participants by job category.

The Purchase and Service Agreements have been reviewed by County Counsel and approved by the County's Chief Information Officer based on the attached analysis.

ENVIRONMENTAL DOCUMENTATION:

The purchase order and Contract are exempt from the National Environmental Policy Act (NEPA) pursuant to 24 Code of Federal Regulations, Part 58, Section 58.34 (a)(3), because they involve activities that will not have a physical impact or result in any physical changes to the environment. The activities are also not subject to the provisions of CEQA pursuant to State CEQA Guidelines 15060(c)(3) and 15378, because they are not defined as a project under CEQA and do not have the potential for causing a significant effect on the environment.

CONTRACTING PROCESS:

On August 1, 2006, the Housing Authority issued a Request for Proposal (RFP) to identify a software vendor to provide a housing software system for the Housing Authority's Section 8 and public housing programs. Requests for Proposals were mailed to 497 software vendors identified from the Housing Authority's vendor list. Advertisements also appeared in 11 local newspapers and on the County Webven website. Forty-two packages were requested and distributed.

On September 13, 2006, a total of three proposals were received and formally opened, and software vendor presentations were held from the period of October 25 through November 9, 2006.

On December 20, 2006, a panel consisting of Housing Authority and Commission staff familiar with the project evaluated the proposals and ranked each firm independently. The proposals were evaluated on vendor qualifications, vendor references and customer satisfaction, detailed conversion solution and implementation process on all proposed services, quality control and escalation plan, demonstration plan and cost. Yardi Systems, Inc. received the highest score and was invited to provide a second presentation to the Executive Management Team on January 23, 2007. A Summary of Outreach Activities is provided as Attachment A.

To purchase the Dell servers, the Commission plans to take advantage of the discounted costs leveraged through the National Association of State Procurement Officials (NASPO). Recently, the National Association of State Procurement Officials (NASPO) conducted a competitive bidding process consistent with the Commission's policies and procedures for the type of equipment the Commission now seeks to purchase. NASPO has a Master Price Agreement with Dell dated September 14, 2006, which makes the equipment available to state and local agencies within the state at discounted prices.

IMPACT ON CURRENT PROJECT:

The purchase of the new software system will allow the Housing Authority to replace the current software systems used by public housing and Section 8 programs. The integration of two systems into one, user-friendly system will reduce the level of IT support needed and afford the users greater opportunities to provide better, timelier service to our clients. Additionally, the new software system will integrate with systems used by the U.S. Department of Housing and Urban Development.

The purchase of Dell servers will provide the equipment needed to run the Yardi software system.

Respectfully submitted,



for CARLOS JACKSON
Executive Director

Attachments: 1

ATTACHMENT A

PURCHASE AGREEMENT FOR A PUBLIC HOUSING AND SECTION 8 SOFTWARE SYSTEM

Summary of Outreach Activities

On August 1, 2006, the following outreach was initiated to identify a software vendor to provide a housing software system for the Housing Authority's Section 8 Housing Choice and Public Housing Programs.

A. Newspaper Advertising

Announcements appeared the following 11 local newspapers:

Dodge Construction News	Los Angeles Sentinel
Eastern Group Publications	Los Angeles Times
International Daily News	The Daily News
LA Opinion	WAVE Community Newspapers
Agua Dulce News	Long Beach Press Telegram
Antelope Valley Press	

An announcement was also posted on the County Web Site.

B. Distribution of Request for Proposal Packets

The Housing Authority's vendor list was used to mail out Requests for Proposals to 497 software vendors, of which 128 identified themselves as businesses owned by minorities or women (private firms which are 51 percent owned by minorities or women, or publicly-owned businesses in which 51 percent of the stock is owned by minorities or women). As a result of the outreach, 42 packages were requested and distributed.

C. Request for Proposal Results

On September 13, 2006, a total of three proposals were received. The proposal results were as follows:

<u>Company</u>	<u>Proposal Cost</u>
Yardi	\$1,564,271
Visual Homes	\$699,990
Emphasys	\$593,190

D. Review of Proposals

On December 20, 2006, a panel consisting of Housing Authority and Community Development Commission staff evaluated the proposals and ranked each firm independently. The results were as follows:

<u>Company</u>	<u>Evaluation Score</u>
Yardi	92.2%
Emphasys	90.0%
Visual Homes	79.6%

Based on the criteria set forth in the RFP and consensus scoring, Yardi Systems, Inc., is being recommended for award of the purchase agreement.

E. Minority/Female Participation – Firm Selected

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
Yardi	Minority	Total: 663 244 minorities 230 women 37% minorities 35% women

F. Minority/Female Participation – Firms Not Selected

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
Visual Homes	Minority	Total: 45 33 minorities 15 women 73% minorities 33% women
Emphasys	Non-Minority	Total: 118 24 minorities 48 women 20% minorities 41% women

The Housing Authority conducts ongoing outreach to include minorities and women in the contract award process, including: providing information at local and national

conferences; conducting seminars for minorities and women regarding programs and services; advertising in newspapers to invite placement on the vendor list; and mailing information to associations representing minorities and women. The above information has been voluntarily provided to the Housing Authority.

The recommended award of the contract is being made in accordance with the Housing Authority's policies and federal regulations, and without regard to race, creed, color, or gender.



Carlos Jackson
Executive Director

**HOUSING AUTHORITY
of the County of Los Angeles**

Administrative Office

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Gloria Molina
Yvonne Brathwaite Burke
Zev Yaroslavsky
Don Knabe
Michael D. Antonovich
Commissioners

May 23, 2007

Honorable Housing Commissioners
Housing Authority of the County of Los Angeles
2 Coral Circle
Monterey Park, CA 91755

Dear Commissioners:

**APPROVE PURCHASE OF PROPERTY INSURANCE, EXCESS WORKERS'
COMPENSATION AND EXCESS GENERAL AND AUTOMOBILE LIABILITY
INSURANCE FOR THE HOUSING AUTHORITY
(ALL DISTRICTS)**

IT IS RECOMMENDED THAT YOUR COMMISSION:

1. Recommend that the Board of Commissioners find that the purchase of property insurance, excess workers' compensation insurance and excess general and automobile liability insurance is not subject to the provisions of the California Environmental Quality Act (CEQA), as described herein, because the action will not have the potential for causing a significant effect on the environment.
2. Recommend that the Board of Commissioners approve the combined purchase, with the Community Development Commission of the County of Los Angeles ("Commission"), of property insurance, excess workers' compensation insurance and excess general and automobile liability insurance, at a premium cost of approximately \$800,000 for the period from July 1, 2007 to June 30, 2008, through Alliant Insurance Services, Inc.
3. Recommend that the Board of Commissioners authorize the Executive Director to purchase the property insurance, excess workers' compensation insurance and excess general and automobile liability insurance and to make payments, as needed,



for workers' compensation and general liability claims, using funds approved in the Fiscal Year 2007-2008 budget.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

The purpose of this action is to purchase property insurance, excess workers' compensation insurance and excess general and automobile liability insurance for the Commission and the Housing Authority under a Joint Purchase Program formed by Alliant Insurance Services, Inc. The proposed purchase will provide required excess coverage above the Commission and Housing Authority's self-insured retentions.

FISCAL IMPACT/FINANCING:

There is no impact on the County general fund. The total approximate annual premium cost of \$800,000 will be paid from funds approved in the Fiscal Year 2007-2008 budgets of the Commission and the Housing Authority.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On May 25, 1993, the Board of Supervisors of the County of Los Angeles approved the Commission and Housing Authority's participation in a Joint Purchase Program provided by Robert F. Driver Company, now known as Alliant Insurance Services, Inc. ("Alliant"). The property, excess workers' compensation and excess liability and automobile insurance programs combine the purchasing power of public agencies to obtain insurance at rates below those available individually. Programs are underwritten by numerous insurance carriers, which are all rated "A" Superior to Excellent by Best's Key Rating Guide. There is no sharing of limits or risk, and each participant is protected to the same extent as if separate policies had been written, with the exception of the excess workers' compensation insurance. The excess workers' compensation insurance is provided through the California State Association of Counties/California Public Entities Insurance Association pooled program; while there is risk sharing on this assessable program, the coverage and rates offered are far superior to those available on an individual basis.

The Fiscal Year 2006-2007 budgeted amount for insurance coverage was \$804,000, and the actual premium for insurance coverage was \$658,000, which included property, excess workers' compensation and excess general and automobile liability insurance. Coverage under the Joint Purchase Program, again provided by Alliant, will be at an estimated annual cost not to exceed \$800,000. The amount budgeted for the Fiscal Year 2007-2008 premium is constant with the amount budgeted for the Fiscal Year 2006-2007 premium due to the continued stabilization in the insurance market which has stabilized costs.

Alliant is unable to provide a substantial premium estimate until mid June; however, if needed, Alliant will provide coverage between the effective date of July 1, 2007 and the date of Board approval.

Eight to eleven percent of the premium will be paid to Alliant as a broker fee, in accordance with industry standards.

ENVIRONMENTAL DOCUMENTATION:

The purchase of property insurance, excess workers' compensation insurance and excess general and automobile liability insurance is exempt from the provisions of the National Environmental Policy Act pursuant to 24 Code of Federal Regulations, Part 58, Section 58.34(a)(3) because it involves administrative activities that will not have a physical impact or result in any physical changes to the environment. The action is not subject to the provisions of the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines 15060(c)(3) and 15378 because it is not defined as a project under CEQA and does not have the potential for causing a significant effect on the environment.

IMPACT ON CURRENT SERVICES/PROGRAMS:

The proposed insurance will provide all of the required coverage for Commission and Housing Authority properties and activities.

Respectfully submitted,


for CARLOS JACKSON
Executive Director

CJ:BG:mr/f:hc